JUDICIAL COUNCIL of CALIFORNIA
Minutes of the Business Meeting—June 28, 2013
Ronald M. George State Office Complex
William C. Vickrey Judicial Council Conference Center
Malcolm M. Lucas Board Room
San Francisco, California

NON-BUSINESS MEETING—CLOSED (RULE 10.6(A) AND 10.6(B)
BUSINESS MEETING—CLOSED (RULE 10.6(B))

Closed Business Agenda: Vendor Options for Classification and Compensation Study

The Judicial Council reviewed the cost estimates submitted in response to the *2013 Classification and Compensation Study, RFP Number HRSO-04-13-SS.* The council directed the Administrative Office of the Courts (AOC) to finalize the Request for Proposal (RFP) process and use an outside entity to conduct an organization-wide evaluation of the AOC's classification structure and compensation plan. The council authorized the Executive and Planning Committee to act on behalf of the council to review and approve the AOC's selection of an outside entity for the evaluation.

BUSINESS MEETING—OPEN (RULE 10.6(A))

Chief Justice Tani G. Cantil-Sakauye, Chair of the Judicial Council, called the meeting to order at 10:45 a.m. on Friday, June 28, 2013, at the William C. Vickrey Judicial Council Conference Center in the Ronald M. George State Office Complex.

Judicial Council members present: Chief Justice Tani G. Cantil-Sakauye; Justices Judith Ashmann-Gerst, Marvin R. Baxter (by telephone), Harry E. Hull, Jr.(by telephone), and Douglas P. Miller; Judges Stephen H. Baker, James R. Brandlin, David De Alba, Sherrill A. Ellsworth (by telephone), James E. Herman, Teri L. Jackson, Ira R. Kaufman, Mary Ann O'Malley, and David Rosenberg; Assembly Member Richard Bloom; Mr. James P. Fox, Ms. Edith R. Matthai, and Mr. Mark P. Robinson, Jr.; **advisory members present:** Judges Allan D. Hardcastle, Morris D. Jacobson, Brian L. McCabe, Robert James Moss, Kenneth K. So, and Charles D. Wachob; Commissioner Sue Alexander; Chief Executive Officer Alan Carlson; and Court Executive Officer Mary Beth Todd; **Secretary to the council:** Steven Jahr, Administrative Director of the Courts.

Members absent: Senator Noreen Evans; Judges Laurie M. Earl and Emilie H. Elias; Ms. Angela J. Davis, and Mr. David H. Yamasaki.

Incoming members present: Presiding Judge Dean T. Stout, Superior Court of California, County of Inyo; Ms. Charlene Ynson, Clerk Administrator, Court of Appeal, Fifth Appellate District; and Mr. Mark G. Bonino.

Others present: Court Executive Officer Sheran L. Morton, Superior Court General Counsel Michael Cappelli; **members of the public:** Mr. Mario Amezcua, Mr. Greg Armstrong, Mr. Philip Bertenthal, Ms. Diane Bras, Mr. Eric Christen, Mr. James Conway, Mr. Kevin Dayton, Ms. Sherna Deaver, Ms. Kathleen Dixon, Ms. Mary L. Flynn, Ms. Anabelle Garay, Ms. Nichole Goehring, Mr. Greg Govan, Ms. Susan Groves, Mr. Newt Jantz, Mr. Robbie Hunter, Mr. James Hussey, Mr. Scott Kronlond, Ms. Janine Liebert, Ms. Maria Livingston, Mr. Richard Markuson, Mr. Kevin McCrinty, Mr. Michael McLenna, Mr. Sean Makarin, Mr. Eric Maki, Ms. Rachel Matteo-Boehm, Ms. Monica Mitchell, Mr. Ron Mitchell, Mr. Daniel Nence, Ms. Snorri Ogata, Mr. Josh Passman, Ms. Tram Pham, Ms. Lollie Roberts, Ms. Luz Maria Rodriguez, Ms. Susan Ryan, Mr. Marillo Saavedra, Ms. Gloria Sanchez, Mr. Patrick Sander, Mr. Patron Sandhu, Mr. Randy Sherry, Mr. Vasa Siliva, Mr. Jeremy Smith, Ms. Melanie Snider, Mr. Ken Strachn, Mr. Neelam Takhar, Mr. Bill Tanner, Mr. Ray Van der Nat, Mr. Saepate Vasa, Ms. Alicia Valdez Wright, and Kai Wu; **media representatives:** Ms. Maria Dinzeo, *Courthouse News Service*; and Mr. Paul Jones, *Daily Journal.*

Swearing in of New Council Member

The Chief Justice administered the oath of office to new council member Hon. Richard Bloom, member of the California State Assembly.

At the conclusion of the oath, Chief Justice Cantil-Sakauye expressed her appreciation to current and former members of the Judicial Council for their many efforts to enhance the judicial branch role as a co-equal, independent branch of government in service to the people of California. She expressed her commitment to continue the work with the council to further this goal.

Approval of Minutes

The council approved minutes from the Judicial Council business meetings of April 25–26, 2013.

Chief Justice's Report

Chief Justice Tani G. Cantil-Sakauye summarized her engagements and outreach activities since the last council meeting in April, all of which she ascribed to the goal of improving public understanding, trust, and confidence in civic institutions and the judicial branch. Her engagements included numerous meetings on the judicial branch budget with the Governor, the Senate President pro Tem, and the Speaker of the Assembly; swearing-in ceremonies for new members of the Commission on Judicial Performance; civic awards presentations; commencement addresses; and meetings with bar associations.

Among her public appearances, the Chief Justice met with the media, conducted radio interviews, and participated in a telephone press conference with legal affairs correspondents on judicial affairs. She attended the annual dinner of the State Bar Board of Trustees with Supreme Court justices and staff as well as the annual luncheon of the Beverly Hills Bar Association. She noted that the annual June Supreme Court oral argument session in Los Angeles was cancelled due to budget cuts.

Chief Justice Cantil-Sakauye participated in the Annual California Peace Officers Memorial Ceremony at the State Capitol. She also gave commencement addresses at the University of California, Irvine, School of Law and at the University of Southern California, Gould School of Law. She spoke with students and presented her award of exemplary service and leadership to the state's law academies, in conjunction with the national observance of Law Day 2013, "Realizing the Dream: Equality for All," and in celebration of the 150th anniversary of the Emancipation Proclamation issued by President Abraham Lincoln.

Chief Justice Cantil-Sakauye concluded with an account of the Civic Learning Awards and recognition that she co-sponsors with State Superintendent of Public Instruction Tom Torlakson. The awards are in association with "Your Constitution: The Power of Democracy," her civics education initiative to improve civic awareness, learning, and civic engagement in California. Twenty-two California high schools won an award, and she personally presented the awards of excellence to the top three schools: Alliance Judy Ivie Burton Technology Academy High School in Los Angeles, San Marino High School in San Marino, and Golden Valley High School in Bakersfield.

Administrative Director's Report

Steven Jahr, Administrative Director of the Courts, provided his written report on the activities of the AOC since the April council meeting and highlighted the following details in the report. In May, in light of the recent significant staff reductions, the AOC initiated an internal assessment of the AOC's activities, projects, and programs to ensure that the AOC's existing resources are directed to core functions and essential activities. The resulting report will be presented at the council meeting in August or October 2013. He noted that California successfully passed the federal 2012 Title IV-E Foster Care review, which establishes state eligibility for the federal funding that supports 60,000 children in foster care throughout California. He added that the California Court Protective Order Registry had been adopted in five new California courts since May, increasing the total to 28 counties on the system. He also described a new educational, family law website targeting assistance to parents and teens that the AOC's Center for Children, Family & the Courts (CFCC) adapted from an existing website designed by the Justice Education Society, a nonprofit organization that supports the justice system in the Canadian province of British Columbia.

Judge Jahr mentioned several examples of recent international exchanges between the AOC and judicial officials from other countries. The annual New Judge Orientation hosted by the Center for Judiciary Education and Research (CJER) was attended by a judge who was on fellowship

to the University of California, Davis from Japan. A delegation of judicial officials from Bulgaria met with AOC Chief Counsel Mary Roberts and representatives of the Legal Services Office (LSO) and CFCC to discuss concepts of access and fairness, family dispute resolution, judicial ethics education, and compliance. AOC Chief of Staff Jody Patel was also invited to represent California at an educational conference in the country of Bahrain, in conjunction with educational activities sponsored overseas by the State Bar Association.

Judge Jahr's report ended with his acknowledgements and praise for two retiring AOC employees for their distinguished service: Mr. William P. Kasley, the Assistant Chief Counsel of the LSO, and Mr. Lee Willoughby, Director of the Judicial Branch Capital Program Office.

Judicial Council Committee Presentations

Policy Coordination and Liaison Committee (PCLC)
Judge James E. Herman, Vice-Chair, reported on the committee's activities. Judge Herman reported that PCLC had met three times since the last council meeting, taking positions on behalf of the Judicial Council on 17 pieces of legislation. He made specific reference to the legislation reviewed by PCLC that appeared on this meeting's discussion agenda:

On May 2, PCLC reviewed legislation, taking the following positions on behalf of the council:

- Opposed Assembly Bill 765, relating to sentencing;
- Supported Senate Bill 794 dealing with peremptory challenges;
- Voted to take a support-if-amended position on Assembly Bill 1296 dealing with firearms; and
- Voted to take no position on Assembly Bill 1313 regarding judgeships.

On May 16, PCLC reviewed legislation, taking the following positions on behalf of the council:

- Voted to oppose unless amended and support if amended Assembly Bill 560 concerning sentencing; and
- Voted to support if amended Assembly Bill 805 regarding bail.

On June 13, PCLC reviewed legislation, taking the following positions on behalf of the council:

- Opposed Assembly Bill 655 relating to the court reporters salary fund (previous action on this bill by the committee occurred on April 18, 2013);
- Opposed Senate Bill 260 dealing with sentencing;
- Voted to support, if amended and if funded, Senate Bill 513 relating to diversion programs; and
- Supported Senate Bill 717 relating to search warrants.

Judge Herman indicated that the Senate was scheduled for a summer recess beginning on July 12 and would reconvene on August 12. The State Assembly was scheduled for summer recess beginning on July 3 and would reconvene on August 5. The legislative session concludes on September 13.

Executive and Planning Committee (E&P)
Justice Douglas P. Miller, Chair, thanked the members of E&P for being available on short notice to set the agenda and to review draft reports. He stated that the committee continues oversight of the Judicial Council directives based on the recommendations of the Strategic Evaluation Committee, with valuable input from the three Strategic Evaluation Committee members the Chief Justice appointed to the Judicial Council: Judge Charles D. Wachob, Judge Sherrill A. Ellsworth, and Judge Brian L. McCabe.

E&P had met four times since the April council meeting. Justice Miller provided several highlights from those meetings:

- The committee approved a short-term task force to recommend to the council options for using all or a portion of Program 45.45 Funds for interpreting services to improve language access and coordinate efforts to expand court interpreter services in this state.
- The committee approved a proposal from the Courthouse Cost Reduction Subcommittee of the Court Facilities Advisory Committee to establish working groups to analyze and examine more ways to cut costs or become more efficient in building and operating California courthouses.

Justice Miller stated that the council can expect, around August, a report from the Administrative Director on resources needed to implement the Trial Court Funding Workgroup report, and the funding allocation methodology, both received in April 2013. He also stated that the AOC Executive Team has been reviewing the essential services provided by the AOC and will present a report and recommendations to the council at an upcoming meeting. He concluded with his appreciation of the efforts by the Chief Justice and others for the effective advocacy accomplished on behalf of the branch during the recent state budget cycle.

Rules and Projects Committee (RUPRO)
Justice Judith Ashmann-Gerst, Vice-Chair, reported that RUPRO had met by phone twice and communicated five times by e-mail about rules and forms proposals, since the April 26 Judicial Council meeting. She summarized by indicating that RUPRO considered and recommended approval of Items A1 through A8 on the consent agenda and Item C on the discussion agenda.

Justice Ashmann-Gerst explained in further detail RUPRO's recommendation on Item A7 of the consent agenda, addressing Judicial Council Directive #79 from its August 2012 meeting. The directive was referred to RUPRO to evaluate relaxation of mandatory education requirements to allow the Administrative Director of the Courts and court executive officers greater discretion and flexibility in utilizing their workforces during times of budget constraints. Item A7 on the council's agenda proposed an amendment to rule 10.491, to give the Administrative Director authority to grant a one-year extension of time for AOC staff to complete education requirements, and, if an extension is granted, discretion to extend the compliance period. In addition, the proposed amendment deletes the requirement that AOC employees must complete

at least half of their continuing education hours through live, face-to-face education and instead would give the Administrative Director discretion to determine the number of required hours of live, face-to-face education.

RUPRO decided that it was important to propose an amendment directed at AOC staff immediately because the compliance period for AOC employees ends on December 31, 2013. RUPRO will consider amendments to the rules related to trial court employees later this year; the compliance period for trial court employee education ends on December 31, 2014.

To assist RUPRO in considering amendments to the rules related to trial court employee education, Justice Harry E. Hull, Jr., RUPRO Chair, previously asked trial court presiding judges and court executive officers to provide their views on relaxing the mandatory education requirements for trial court staff to allow greater discretion and flexibility. She indicated that in August, Justice Hull and Justice Robert Dondero, Chair of the CJER Governing Committee, would attend the Trial Court Presiding Judges Advisory Committee (TCPJAC) and Court Executives Advisory Committee meeting to hear more and discuss this further with court leadership.

Judicial Council Technology Committee (JCTC)
Judge James E. Herman, Chair, thanked his committee members for their participation and reported that the JCTC had held two meetings since the April Judicial Council meeting. At its meeting on May 10, the committee received updates on the Court Technology Advisory Committee's (CTAC) annual plan and on the recent adoption of the California Court Protective Order Registry in five new court jurisdictions, as reported earlier by Judge Jahr. On June 10, the committee approved recommendations to RUPRO and to the Judicial Council on California Rules of Court and forms to implement Assembly Bill 2073, authorizing the courts to enact local rules mandating electronic filings for represented parties in civil cases. The AB 2073 Working Group, appointed by the Chief Justice and reporting jointly to JCTC and CTAC, developed the rules and forms and supported the council's adoption of them, as proposed in Item C of the discussion agenda for the meeting.

Judge Herman also updated the council on the progress of the Technology Planning Task Force, appointed by the Chief Justice to develop a technology plan for the branch, including recommendations on a governance structure and a technology funding strategy for developing branch technology. The governance piece of the plan is on schedule to be presented in a report to the council in January 2014.

Judicial Council Trial Court Liaison Reports
The following Judicial Council members reported on their liaison visits to their assigned courts:

1. Judge Stephen H. Baker on the Superior Court of Tehama County;
2. Judge James E. Brandlin on the Superior Court of Riverside County;
3. Judge Morris D. Jacobson on the Superior Court of San Francisco County;
4. Judge Brian L. McCabe on the Superior Courts of Fresno and Madera Counties; and

5. Judge Mary Ann O'Malley on the Superior Court of Sonoma County.

Public Comment

Eleven individuals provided comment on general judicial administration issues in the following order.

1. Mr. Kevin Dayton, President, Labor Issues Solutions, LLC
2. Mr. Eric Christen, Executive Director, Coalition for Fair Employment in Construction
3. Ms. Nicole Goehring, Government Affairs Director, Associated Builders and Contractors, Northern California Chapter
4. Mr. Richard Markuson, Pacific Advocacy Group
5. Mr. Ray Van der Nat, Attorney, State Building & Construction Trades Council of California
6. Mr. Jeremy Smith, State Building & Construction Trades Council of California
7. Mr. James Conway, California Construction Industry Labor Management Cooperation Trust
8. Mr. Ronald Mitchell, Labor Relations Specialist, Bay Area Sheet Metal and Air Conditioning Contractors National Association
9. Mr. Greg Armstrong, Division Manager, National Electrical Contractors Association
10. Mr. James Hussey, President, Marina Mechanical
11. Ms. Anabelle Garay, California Federation of Interpreters

CONSENT AGENDA (ITEMS A1–A8 THROUGH B)

ITEMS A1–A8 RULES AND FORMS

Civil and Small Claims

Item A1 Civil Practice and Procedure: Adjustment of Maximum Amount of Imputed Liability of Parent or Guardian for Tort of a Minor

The AOC recommended that the Judicial Council amend Appendix B of the California Rules of Court to reflect the biannual adjustments to the dollar amounts of the maximum amount of liability of parents or guardians to be imputed for the torts of a minor under Civil Code section 1714.1 and direct that the AOC publish the adjusted amounts.

Council action

The Judicial Council, effective July 1, 2013, amended Appendix B of California Rules of Court to adjust the maximum liability of the parent or guardian having custody and control of a minor for the willful misconduct of the minor, under Civil Code section 1714.1(a) or (b), from $37,400 to $39,300 and directed that the AOC publish the adjusted amounts.

Item A2 Civil Practice and Procedure: Change in Computation Method for Garnishing Wages in *Earnings Withholding Order for Elder and Dependent Adult Financial Abuse (Wage Garnishment)*

The Civil and Small Claims Advisory Committee recommended revising *Earnings Withholding Order for Elder and Dependent Adult Financial Abuse (Wage Garnishment)* (form WG-030) to implement recent statutory changes to the method of computing the maximum amount of a judgment debtor's earnings that may be garnished under an earnings withholding order. Assembly Bill 1775 (Wieckowski; Stats. 2012, ch. 474) mandates that the Judicial Council revise the instructions to employers concerning these computations by July 1, 2013. The recommended amendments to the instructions on form WG-030 are identical to those that the council previously adopted on *Earnings Withholding Order (Wage Garnishment)* (form WG-002).

Council action

The Judicial Council, effective July 1, 2013, revised *Earnings Withholding Order for Elder and Dependent Adult Financial Abuse (Wage Garnishment)* (form WG-030) to implement recent statutory changes.

Item A3 Telephone Appearances: Amendment of the Fee Amount

The AOC recommended amending rule 3.670 of the California Rules of Court regarding telephone appearances. The proposed amendments were recommended to increase the fee to appear by telephone in civil cases from $78 to $86, effective July 1, 2013, and to make other changes to clarify the operation of the fee provisions in the rule. The changes in the rule were necessary to respond to recent legislation and to provide for the amendment of the statewide master agreement for telephone appearance services, which is set to end on June 30, 2013.

Council action

The Judicial Council, effective July 1, 2013, amended rule 3.670 of the California Rules of Court to increase the fee to appear by telephone in civil cases from $78 to $86 per call and to make other changes to clarify the operation of the fee provisions in the rule.

Item A4 Unlawful Detainer: Answer to Complaint

The Civil and Small Claims Advisory Committee recommended that the Judicial Council revise *Answer—Unlawful Detainer* (form UD-105) to allow a party to assert, as an affirmative defense, that the landlord terminated or failed to renew a tenancy based on acts against a tenant or a tenant's household member that constitute abuse of an elder or a dependent adult. The revisions to form UD-105 were recommended comply with recent amendments to Code of Civil Procedure section 1161.3 and to incorporate amended statutory text.

Council action

The Judicial Council, effective January 1, 2014, revised form UD-105 to incorporate new affirmative defenses as required by Code of Civil Procedure section 1161.3.

Civil Jury Instructions

Item A5 Civil Jury Instructions (CACI): Additions, Revisions, and Revocations

The Advisory Committee on Civil Jury Instructions recommended approval of the proposed additions and revisions to, and revocations of the *Judicial Council of California Civil Jury Instructions* (CACI). These changes were proposed to keep CACI current with statutory and case authority.

Council action

The Judicial Council, effective June 28, 2013, approved for publication under rules 2.1050 and 10.58 of the California Rules of Court the civil jury instructions prepared by the Advisory Committee on Civil Jury Instructions. Accordingly, the new, revised, and revoked instructions will be published in the June 2013 supplement to the official 2013 edition of the *Judicial Council of California Civil Jury Instructions (CACI)*.

Criminal Justice Realignment

Item A6 Criminal Justice Realignment: Warrants for Supervised Persons

The Criminal Law Advisory Committee recommended the approval of *Warrant Request and Order* (form CR-301) and *Request and Order to Recall Warrant* (form CR-302) for use by supervising agencies and courts to request, order, and recall warrants for the arrest of persons supervised on parole and postrelease community supervision. These new forms were proposed for optional use and designed to facilitate the implementation of recent criminal justice realignment legislation that transferred sole authority to order warrants for the arrest of persons supervised on parole and postrelease community supervision from the California Department of Corrections and Rehabilitation to the superior courts.

Council action

The Judicial Council, effective July 1, 2013, approved *Warrant Request and Order* (form CR-301) and *Request and Order to Recall Warrant* (form CR-302) for optional use by supervising agencies and courts to request, order, and recall warrants for the arrest of persons supervised on parole and postrelease community supervision.

Miscellaneous

Item A7 Judicial Branch Education: AOC Staff Education

Rule 10.491 of the California Rules of Court addresses minimum education requirements for

AOC executives, managers, supervisors, and other employees. RUPRO recommended amending rule 10.491 regarding AOC staff education to give the Administrative Director of the Courts greater discretion and flexibility in using the AOC workforce.

Council action

The Judicial Council, effective July 1, 2013, amended rule 10.491of the California Rules of Court to allow the Administrative Director of the Courts to grant a one-year extension of time for AOC staff to complete the required education, and determine the number of hours, if any, of live, face-to-face education required to meet the continuing education requirement.

Item A8 Trial Courts: Trial Court Presiding Judges Advisory Committee Chair Nomination Process

The Trial Court Presiding Judges Advisory Committee (TCPJAC) recommended amendments to the California Rules of Court, rule 10.46(f) to permit the committee to submit to the Chief Justice one name for appointment as chair of the committee, to supersede the requirement that the committee submit three nominations.

Council action

The Judicial Council amended rule 10.46(f) of the California Rules of Court to provide that the committee submit to the Chief Justice one nomination, rather than three, for appointment as advisory committee chair and that the chair be elected by a majority vote of all TCPJAC members.

Item B Court Facilities: *Judicial Branch AB 1473 Five-Year Infrastructure Plan* for Fiscal Year 2014–2015

The Court Facilities Advisory Committee recommended the submission of the annual update of the *Judicial Branch AB 1473 Five-Year Infrastructure Plan* for fiscal year (FY) 2014–2015 to meet the state Department of Finance's (DOF) July 2013 submission deadline. This five-year plan was proposed to accompany the council's previously directed FY 2014–2015 funding requests to the DOF for the next phase in all SB 1407 projects.

Council action

The Judicial Council, effective June 28, 2013, approved submitting the annual update of the *Judicial Branch AB 1473 Five-Year Infrastructure Plan* for FY 2014–2015—including an updated Trial Court Capital-Outlay Plan based on the closure of court facilities—to meet the DOF's July 2013 submission deadline.

DISCUSSION AGENDA (ITEMS NEW AND C–F)

New Item

Budget: Fiscal Year 2013–2014 Judicial Branch Budget

The Administrative Director of the Courts briefed the council on the FY 2013–2014 judicial branch budget and provided an update on next steps.

No Council action

Item C Electronic Filing and Service: Rules Allowing the Superior Courts to Mandate Electronic Filing and Service in Civil Cases

To implement Assembly Bill 2073, the Court Technology Advisory Committee and the Civil and Small Claims Advisory Committee recommended amending the California Rules of Court to allow superior courts by local rule to require parties to electronically file and serve documents in civil cases, subject to conditions provided by statute and in the rules. The committees also recommended the approval of two new optional Judicial Council forms to be used by parties to request exemptions from mandatory electronic filing and service and by courts to rule on those requests.

Council action

The Judicial Council, effective July 1, 2013:

1. Amended California Rules of Court, rules 2.250–2.254, 2.256, 2.258, and 2.259 to provide for mandatory electronic filing and service; and

2. Approved optional *Request for Exemption From Mandatory Electronic Filing and Service* (form EFS-007) and *Order of Exemption From Mandatory Electronic Filing and Service* (form EFS-008).

Item D Court Facilities: Court Financial Contributions

The AOC recommended temporarily continuing the limited Court-Funded Facilities Request (CFR) Procedure, approved at the council's December 2012 meeting, pending receipt of a report regarding the courts' existing financial commitments to contribute to facilities costs and the advisability of permitting future such contributions to supplement insufficient state funding.

Council action

The Judicial Council, effective June 28, 2013, temporarily delegated to the Administrative Director of the Courts the authority to approve new Court-Funded Facilities Requests between June 28, 2013, and the date of the Judicial Council's August 2013 meeting

(previous delegation was provided for the period between December 14, 2012, and the date of the Judicial Council's June 2013 meeting), consistent with the following guidelines and requirements:

- The court contribution will be used exclusively to pay either:
  - Lease-related costs (i.e., lease payments, operating costs, repairs, or modifications required by a lease); or
  - Costs that otherwise are allowable under rule 10.810 of the California Rules of Court (i.e., equipment, furnishings, interior painting, flooring replacement or repair, furniture repair, or records storage);

- The resulting court financial commitment will extend no longer than three years;

- If the court contribution is for lease-related costs, the contribution must be necessary to avoid other greater costs, such as a lease termination that would require relocation to a different facility and increased space rental costs;

- The court will be able to demonstrate its ability to meet its full financial commitment; and

- Each CFR approved between December 2012 and August 2013 will be reported to the Judicial Council by the Administrative Director at each council meeting during this time period, in an informational report covering CFR approvals that have occurred since the last council meeting, with the report to cover all points specified in this delegation.

Item E AOC Restructuring: Judicial Council Liaisons' Review of the Legal Services Office and Recommendations

In response to directives of the Judicial Council arising from the Strategic Evaluation Committee's final report, as Judicial Council liaisons for the AOC Legal Services Office (LSO), Justice Douglas P. Miller and Edith R. Matthai, proposed recommendations relating to:

- LSO organizational structure and services;
- The role of the Chief Counsel;
- Attorney services provided by the AOC outside of LSO;
- The use of outside counsel by LSO;
- LSO attorney staff housed in AOC field offices; and
- The use of a paralegal classification in LSO.

Council action

The Judicial Council endorsed the following recommendations to the Administrative Director.

1. LSO should be restructured with a management team comprising a Chief Counsel and three managing attorneys over three distinct service areas to ensure continued focus on serving the varied and diverse needs of LSO's clients, which include the appellate and trial courts, the Chief Justice, and the Judicial Council and its administrative agency, the AOC.

2. LSO should implement a formal structure to solicit client feedback on a regular basis.

3. The role of the Chief Counsel and its expectations and areas of responsibility should be clearly defined to reflect the new organizational structure.

4. The use of outside counsel is appropriate for specialized areas of law and litigation. The protocols for LSO's use of outside counsel should be strengthened to ensure that outside counsel is used in the most cost-effective manner.

5. The AOC should continue to support the existing practice of permitting attorney resources to reside in AOC field offices provided there is proper oversight and accountability.

6. All staff outside of LSO providing legal advice or legal-related services that require a law degree should establish a dual reporting relationship to LSO and their current office.

7. Given the recent retirement announcement by the current Chief Counsel, it is recommended that the successor Chief Counsel be afforded the opportunity to implement the restructuring and the formation of the management team under the supervision of the Chief of Staff.

The Judicial Council directed the Administrative Director of the Courts to report back to the council on implementation by March 31, 2014, and again 12 to 18 months after implementation to provide the council with a post-implementation evaluation.

Item F Judicial Branch Education: Modifications and Revisions Proposed for New Judge Education

At its meeting on February 5, 2013, the CJER Governing Committee accepted a report from the New Judge Education Workgroup. It had appointed this workgroup to review, evaluate, and report on CJER's new judge education programming required under rule 10.463(c)(1). After reviewing the working group's findings and recommendations, the Governing Committee endorsed the group's recommendations and presented these (with some modifications) to the Judicial Council for consideration and adoption. These recommendations also respond to the council's directive #80, from its August 2012

meeting. (The report of the New Judge Education Workgroup is attached to these minutes, as Attachment 1.)

Council action

The Judicial Council, effective immediately, adopted the following recommendations.

1. New Judge Orientation (NJO), the B. E. Witkin Judicial College (as modified in 2011 and 2012 to reduce both length and content), and the Primary Assignment Orientations (PAOs) should remain as currently designed and delivered because the current content and method of delivery are the most effective and efficient way to provide this education.

2. CJER, the Judicial College Steering Committee, and the PAO faculty teams should continue evaluating and refining the new judge education programs through the work of the curriculum committees and workgroups to eliminate any unnecessary overlap among NJO, the B.E. Witkin Judicial College, and the PAOs.

3. The Judicial College Steering Committee should explore the use of WebEx as a way to connect seminar groups after the college has concluded to answer questions, see how the college has affected participants' work back at their courts, and gain feedback from participants on the college after they have had a month or two to digest the learning and apply it.

4. PAO faculty teams and education attorneys should continue to explore ways to increase the efficiency of delivering PAO education by:
   - Examining the possibility of moving some content to blended learning options without reducing the quality of the learning experience;
   - Having the PAO faculty teams explore the possibility of designing separate orientation courses for experienced judges returning to an assignment, along the lines of the civil law PAO for experienced judges with civil law experience; and
   - Having the curriculum committees consider whether subject matter institutes, where appropriate, can fulfill the education requirement for experienced judges returning to related assignments after two years.

5. CJER should explore the possibility of moving a PAO to Southern California.

In Memoriam

Chief Justice Cantil-Sakauye closed the public session of the meeting with a moment of silence to remember recently deceased judicial colleagues and honor their service to their courts and the cause of justice:

- Hon. Harry A. Ackley (Ret.), Superior Court of California, County of Yolo
- Hon. Robert E. Thomas (Ret.), Superior Court of California, County of Orange

- Hon. Henry J. Broderick (Ret.), Superior Court of California, County of Marin
- Hon. Raymond G. Hall (Ret.), San Diego Municipal Court

INFORMATION ONLY ITEMS (NO ACTION REQUIRED)

INFO 1 Judicial Council: Implementation of Judicial Council Directives on AOC Restructuring

The Chair of E&P presented this informational report on the implementation of the Judicial Council AOC Restructuring Directives, as approved by the Judicial Council on August 31, 2012. The AOC Restructuring Directives specifically direct the Administrative Director of the Courts to report to E&P before each council meeting on every directive. This informational report provides an update on the progress of implementation efforts.

INFO 2 Administrative Office of the Courts: Report to the Legislature on the Supplementary Schedule of Operating Expenses and Equipment for Fiscal Year 2012–2013

In compliance with the requirements of the Legislative Analyst's Office Supplemental Report of the 2010–2011 Budget Package, this informational report conveys the AOC Supplementary Schedule of Operating Expenses and Equipment for Fiscal Year 2012–2013.

INFO 3 Annual Report of the Trial Court Facility Modification Advisory Committee for Fiscal Year 2011–2012

The executive teams of the Court Facilities Working Group and the Trial Court Facility Modification Advisory Committee (TCFMAC) completed their facility modification funding for FY 2011–2012. To comply with the *Trial Court Facility Modifications Policy* adopted by the Judicial Council on July 27, 2012, the TCFMAC submitted its *Annual Report of the Trial Court Facility Modification Advisory Committee for Fiscal Year 2011–2012* for the council's review.

INFO 4 Court Facilities: Trial Court Facility Modification Quarterly Activity Report: Quarter 2, Fiscal Year 2012–2013

The TCFMAC completed its facility modification funding for the second quarter of FY 2012–2013. In compliance with the Trial Court Facility Modifications Policy adopted by the Judicial Council on July 27, 2012, the TCFMAC submitted its *Trial Court Facility Modification Quarterly Activity Report: Quarter 2, Fiscal Year 2012–2013* as information for the council.

INFO 5 Court Facilities: Trial Court Facility Modification Quarterly Activity Report: Quarter 3, Fiscal Year 2012–2013

The Judicial Council's TCFMAC completed its facility modification funding for the third quarter of FY 2012–2013. In compliance with the Trial Court Facility Modifications Policy, adopted by the Judicial Council on July 27, 2012, the TCFMAC submitted its *Trial Court Facility Modification Quarterly Activity Report: Quarter 3, Fiscal Year 2012–2013* as information for the council.

INFO 6 Court Interpreters: Grace Period Policy for Registered Interpreters to Take and Pass Certification Exam in Newly Designated Languages

On March 19, 2013, the Court Interpreters Advisory Panel (CIAP) voted to recommend no change to the grace period policy adopted by the Judicial Council in April 2004, which provides that registered interpreters be allowed three consecutive testing cycles over a period of 18 months to take and pass the bilingual interpreting exam in newly certified languages. The CIAP action followed a February 12, 2013, letter from the California Federation of Interpreters (CFI) requesting that CIAP take immediate action to extend the grace periods for Khmer and Punjabi. CIAP took no action to modify or extend either of the two grace periods. In December 2010, registered Khmer and Punjabi interpreters were provided notice that they would have to take and pass a certification exam.

INFO 7 Government Code Section 68106: Public Notice by Courts of Closures or Reduced Clerks' Office Hours (Gov. Code, § 68106—Report No. 19)

Government Code section 68106 directs: (1) trial courts to notify the public and the Judicial Council before closing courtrooms, or clerks' offices, or reducing clerks' regular office hours; and (2) the council to post all such notices on its website and also relay them to the Legislature. This was the nineteenth report to date listing the latest court notices received by the council under this statutory requirement. Since the previous report, four superior courts—those of Orange, Fresno, San Mateo, and Riverside counties—issued new notices.

INFO 8 Trial Courts: Quarterly Investment Report for First Quarter of 2013

This *Trial Court Quarterly Investment Report* was submitted to provide the financial results for the funds invested by the AOC on behalf of the trial courts as part of the judicial branch treasury program. The report was submitted under the *Resolutions Regarding Investment Activities for the Trial Courts*, approved by the Judicial Council on February 27, 2004, covering the period of January 1, 2013, through March 31, 2013.

INFO 9 Trial Court Trust Fund: Expenditures for Fiscal Year 2012–2013, Third Quarter

This informational report was submitted in compliance with the requirements of the Budget Act of 2012, concerning all program and project expenditures made in the third quarter of FY 2012–2013 that were appropriated from Item 0250–001–0932 of the Budget Act of 2012.

INFO 10 Update on AOC Policy 2.8 (Responding to Requests for Judicial Administrative Records and Information)

Per the council's direction, this report was submitted to provide a six-month status update on the implementation of AOC Policy 2.8 (Responding to Requests for Judicial Administrative Records and Information), which the council approved on December 14, 2012.

Circulating Orders (approved) since the last business meeting

1. Judicial Council: Nonvoting Council Positions

Respectfully submitted,

Steven Jahr
Administrative Director of the Courts and
Secretary to the Judicial Council

Attachments

1. Report of the New Judge Education Workgroup
2. Correspondence dated June 18, 2013, from Mr. Richard Markuson on behalf of the Western Electrical Contractors Association, Air Conditioning Trade Association, and the Plumbing-Heating- Cooling Contractors Association of California
3. Correspondence dated June 18, 2013, from Ms. Jodi Nagel, Chairwoman, Associated Builders and Contractors of California
4. Correspondence dated June 19, 2013, from Mr. Eric Christen, Executive Director, Coalition for Fair Employment in Construction
5. Correspondence dated June 25, 2013, from Ms. Nicole Goehring, Government Affairs Director, Associated Builders and Contractors of California
6. Correspondence dated June 26, 2013, from Mr. Michael Ferreira, President, California Federation of Interpreters

7. Correspondence dated June 27, 2013, from Mr. Ray Van der Nat, Attorney, State Building & Construction Trades Council of California
8. Correspondence dated June 27, 2013, from Mr. Robbie Hunter, President, State Building & Construction Trades Council of California
9. Correspondence dated June 27, 2013, from Mr. Tony Krvaric

New Judge Education Workgroup Report

SUBMITTED TO THE CJER GOVERNING COMMITTEE BY THE NEW JUDGE EDUCATION WORKGROUP ON OCTOBER 26, 2012; ACTION TAKEN BY CJER GOVERNING COMMITTEE ON FEBRUARY 5, 2013

ADMINISTRATIVE OFFICE OF THE COURTS

JUDICIAL AND COURT OPERATIONS SERVICES DIVISION

CENTER FOR JUDICIARY EDUCATION AND RESEARCH

Executive Summary of the New Judge Education Report
CJER Governing Committee, June 2013

Introduction

In February 2012, the CJER Governing Committee requested that the education programs for new judges be studied, as a group, to determine whether the current approach was the most effective and efficient. The Governing Committee commissioned a New Judge Education Workgroup to conduct this study, which took approximately eight months. The New Judge Education Workgroup grappled with and answered an overarching question: is the current 20 days of live, face-to-face education for a new judicial officer within the first two years days of their term of office the most effective and efficient method to ensure public trust in the judiciary? The Workgroup concluded that current programs—with the current reductions in place and some additional recommendations—comprise the most effective, comprehensive, and efficient method to achieve both education and orientation for judges making the transition from lawyer to judge. The Workgroup recognized that after taking the oath of office, judges immediately begin to make decisions that affect public safety and all aspects of the lives of the litigants before them, and that sufficient training is essential.

Charge of the Workgroup

The Workgroup was tasked by the Governing Committee with answering four questions:

1. Is the current approach to education for new judges meeting the educational needs of this audience in the most effective and efficient manner possible?
2. Given the wide variety of methods for delivering education, would you support the use of alternative approaches for the delivery of new judge education that could reduce the length of time new judges are currently required to spend away from their courts while continuing to meet their education needs?
3. Should specific content areas be added to or deleted from the B. E. Witkin Judicial College, New Judge Orientation, or the Primary Assignment Orientations, and if so, what content and what delivery method is the most appropriate?
4. How can the issue of having deliberately overlapping content in these programs, knowing that it is intended to repeat certain content areas that are critical for new judges, be best addressed?

Process

The New Judge Education Workgroup was formed by the CJER Governing Committee in February 2012 with representatives from the Trial Court Presiding Judges Advisory Committee (TCPJAC) and consisted of:

Hon. George J. Abdallah, Jr., Chair
Superior Court of San Joaquin County
Hon. Christopher R. Chandler
Presiding Judge, Superior Court of Sutter County
Hon. Janet Gaard
Superior Court of Yolo County
Hon. Adrienne M. Grover
Court of Appeal, Sixth Appellate District
Hon. Mary Thornton House
Superior Court of Los Angeles County
Hon. Patricia M. Lucas
Superior Court of Santa Clara County
Hon. L. Jackson Lucky IV
Superior Court of Riverside County
Hon. Beverly Reid O'Connell
Superior Court of Los Angeles County
Hon. Mary Ann O'Malley
Superior Court of Contra Costa County
Hon. Theodore M. Weathers
Superior Court of San Diego County

The Workgroup commenced its study of new judge education by reviewing a number of documents, including course curricula (old and revised) of all new judge programs, participant evaluations for those programs from 2008–2011, course outlines for all programs, advantages and disadvantages of various delivery methods, and the CJER curriculum development process.

The Workgroup also reviewed a survey conducted in 2010 of B. E. Witkin College participants from the previous five years to ascertain the long-term effectiveness of the College courses. Members of the Workgroup also interviewed presiding judges and sought feedback from a variety of judicial officers as to how new judge education could be improved. Reports by members of the 2011–2012 B. E. Witkin Judicial College Steering Committee were made, both in writing and orally.

Additionally, the Workgroup solicited input from the TCPJAC and received comments from seven courts on the three programs under review. They discussed specific

suggestions that were made and the benefits and disadvantages of each (such as separating the two weeks of the college by several months or going straight through the weekend). They discussed input from the Director of the Commission on Judicial Performance and Judge David Rothman (Ret.) who has taught judicial ethics at the College and NJO for over 20 years.

Findings of the New Judge Education Workgroup

The Workgroup found that overall the current approach of new judge education meets the needs of new judges in a very effective and efficient manner. While live, face-to-face programs are more costly, the workgroup determined that delivering these foundational programs using this method is the most appropriate for new judges. In addition, some efficiencies to these program had already been made. At NJO, the number of faculty had been reduced from six to four. The College agenda had been reduced two years ago, with resultant operational savings, and most seminar leaders also doubled as faculty. Moreover, the workgroup did identify several areas where changes and modifications should be considered in order to ensure that this education model continues to be effective.

The Workgroup found that it was critical for the Governing Committee to enhance its review and evaluation of the NJO, College, and PAO programs and their curricula, especially where content appeared to overlap among the three programs. Elimination of unnecessary overlap was deemed by the Workgroup as very important in order to maintain the effectiveness of this overall education model.

In addition, the Workgroup recommended that the Governing Committee integrate technology more fully into these programs for two reasons. One, technology could ultimately move appropriate content to a distance delivery model, thereby freeing up the live component of a program for more focused education or shortening the overall length of a program. Second, technology could be employed to elicit more effective evaluation of the educational experience after participants have returned to court. College seminar leaders could connect with their groups via WebEx, for example, after the College to assess how that program impacted their work, and answer questions. This would help keep the College curriculum relevant and reinforce it.

The Workgroup did determine that some efficiency could be achieved in the current primary assignment orientation programming. The workgroup felt that shorter, more focused, orientation courses could be developed for experienced judges who are

returning to an assignment they previously held. The Workgroup acknowledged that the Civil Law Curriculum Committee had taken this step in developing a primary assignment orientation for experienced judges and encouraged the Governing Committee to explore this for the other PAOs.

The Workgroup did note that, in response to budgetary reductions, in 2011, the Judicial College was reduced by 1.5 days, and several introductory courses were removed from the curriculum. Subsequently, in 2012, one half day was restored, and one of the introductory courses, family law, was restored, in response to slightly improved budget conditions. Reductions in faculty had already been made at both NJO and the College.

Overview of Programs for New Judges

New judge education includes five days of New Judge Orientation, a Primary Assignment Orientation course in the area of the judge's primary assignment (typically five days long), and eight and one half days at the B. E. Witkin Judicial College. These programs are continuously updated in both content and approach by the various committees, workgroups, faculty, and CJER staff. All programs include subject matter content delivered by judges who are considered experts in their area and conducted in a classroom or small group setting, or a combination thereof. Each program is structured for judges to interact and discuss best practices, the relationship of the judge to the judicial branch, the relationship of the judge to court administration, and the relationship of the judge to the public.

At the College, the art of judging is at the core of each course, each small group, and each opportunity for the new judge to interact with judges from across the state. Courses such as "Court as Employer," "Americans with Disabilities Act," and "Alcohol and Drugs in Court," in addition to tours of San Quentin and Delancey Street, are offered only at the College.

At New Judge Orientation (NJO), the emphasis is ethics, the mastery of legal content, and emphasis on the art of judging. The goal is to develop a judge who is knowledgeable and capable in deciding the cases before him or her, thus engendering trust in the justice system and cutting the costs of appeals and/or reducing referrals to the Commission on Judicial Performance.

The Primary Assignment Orientation (PAO) courses provide nuts-and-bolts content in each of the substantive law assignment areas: civil, criminal, family, dependency,

delinquency, probate and traffic law. These courses are highly interactive and often include blended learning, for example, participants view online video lectures or courses before or during the course. Participants use hypothetical case scenarios, group discussions, and role-playing so that the lectures are integrated with practical experience. While not required, many experienced judges changing assignment do attend PAO courses. In fact, experienced judges now often constitute the majority of participants in Primary Assignment Orientation courses.

Workgroup Recommendations and Governing Committee Actions

Recommendation #1: The Workgroup recommended that NJO, the College, and the PAOs (as recently modified), remain as currently designed and delivered. The Workgroup found that the current content and method of delivery were the most effective and efficient way to provide this education.

> Governing Committee Action: Adopted. [Note: In 2011, the College was reduced by 1.5 days, and several introductory courses were removed from the curriculum. In 2012, one half day was restored, and one of the introductory courses, family law, was restored. College seminar leaders also serve as faculty for many of the courses, thereby reducing faculty costs and time overall. NJO had recently been redesigned and the faculty team reduced from six to four, resulting in savings in cost and in time away from the court.]

Recommendation #2: The Workgroup recommended that CJER, the B. E. Witkin Judicial College Steering Committee, and the PAO faculty teams continue to evaluate and refine the New Judge Education programs through the work of the curriculum committees and Workgroups to eliminate unnecessary overlap among NJO, the College, and the PAOs.

> Governing Committee Action: Adopted

Recommendation #3: The Workgroup recommended that the B. E. Witkin Judicial College Steering Committee explore the use of WebEx as a way to connect seminar groups, after the College had concluded, to answer questions and to see how the College has impacted their work back at the court. This would also be a way to gain feedback from the participants on the College after they have had a month or two to digest the learning and apply it.

> Governing Committee Action: Adopted.

Recommendation #4: The Workgroup recommended that PAO faculty teams and education attorneys continue to explore ways to increase the efficiency of delivering PAO education. First, the Workgroup recommended that the faculty teams and education attorneys examine the possibility of moving some content to blended learning options without reducing the quality of the learning experience. Second, the Workgroup recommended that PAO faculty teams explore the possibility of designing separate orientation courses for experienced judges returning to an assignment. The goal would be shorter PAOs for that audience and at less cost to the courts. The Workgroup did recognize that a separate orientation course already exists for experienced civil law judges returning to that assignment. The Workgroup also recognized that both these possibilities could result in increased costs and resource demands for CJER.

> Governing Committee Action: Adopted, but with modification. In addition to designing shorter PAOs for experienced judges, the Curriculum Committees should also consider a recommendation that the subject matter (*e.g.*, Civil, Criminal, etc.) Institute, where appropriate, would also fulfill the education requirement for the experienced judges returning to an assignment after two years.

Recommendation #5: The Workgroup recommended that CJER explore the possibility of moving a PAO to southern California.

> Governing Committee Action: Adopted.

Additional Actions

The Governing Committee has recommended to the Executive and Planning Committee that the Dean of the Judicial College be appointed as an advisory member. This appointment will ensure that the Governing Committee is more fully connected and engaged in the development and delivery of this critical judicial education program.

INTRODUCTORY LETTER FROM THE CHAIR OF THE WORKGROUP:

The rule of law governing the families, fortunes, and freedoms of all Californians is placed in the hands of 2,000 judicial officers. In order to serve the interests of the state's citizens, California has established the preeminent judicial education system in the United States.

In the 1960s, members of the judiciary instituted a formal education system for the new judicial officer. The programs were developed to assist and train new judicial officers as they made the transition from advocate to judge. In 1973, development and operation of education programs for the judicial branch was turned over to a new and independent entity: The Center for Judicial Education and Research (CJER) (CRC 10.50). CJER's role has expanded over the decades. CJER now also provides education for court staff and administrators and, through its Governing Committee, serves as an Advisory Committee to the State's Judicial Council. CJER also serves as the Office of Education of the Administrative Office of the Courts. The education that is provided is the foundation to a career in the judicial branch. The uniform, critically developed, high-quality education is intended to assure all Californians of a well-prepared, fair, and impartial judiciary.

In keeping with its historical approach to CJER's growth and development, in March 2012, the CJER Governing Committee created the New Judge Education Workgroup (Workgroup) to review the current approach to new judicial officer education and to make recommendations to the Governing Committee. The Workgroup is composed of ten judges of the Superior Court of California and is assisted by thoughtful, committed, and knowledgeable staff attorneys. The members have varying years of experience as bench officers as well as varying years of experience in judicial education. Many of the members have served or are now serving as presiding judges.

In order to respond to the charge given by the Governing Committee, the Workgroup met in person by conference call and by Webinar. Each member reviewed the documented evolution and development of the New Judge Orientation, the Bernard E. Witkin Judicial College (College), and the Primary Assignment Orientation (PAO) programs. The members, both individually and as a Workgroup, reviewed each program's subject matter and schedule. The schedules were reviewed day by day and hour by hour.

It has been a great privilege to have undertaken this task for the benefit of the CJER Governing Committee, newly appointed and elected judicial officers, and our fellow Californians.

Judge George Abdallah
Superior Court of California, County of San Joaquin

TABLE OF CONTENTS

A. Governing Committee Charge to New Judge Education Workgroup 8

B. New Judge Education Workgroup Roster 10

C. Description of Each of the Three New Judge Education Programs 11

D. Evolution of Each of the Three New Judge Education Programs 12

E. Workgroup Evaluation Process 17

F. Findings as to Questions Posed in Charge by Governing Committee 19

G. Workgroup Recommendations Regarding Each Program 22

H. List of Documents Reviewed by the Workgroup 33

I. Letter from Judge David Rothman 35

J. Letter from Commission on Judicial Performance to Dr. Diane Cowdrey 39

K. Additional Education Resources for New Judges Provided by CJER 40

L. Curriculum Development Process Summary 46

M. Distance Learning Options 48

A. GOVERNING COMMITTEE CHARGE TO THE NEW JUDGE EDUCATION WORKGROUP

Summary

The CJER Governing Committee convened a Workgroup to review the current approach to new judge education and to make recommendations to the Governing Committee regarding the following:

1. Is the current approach to education for new judges meeting the educational needs of this audience in the most effective and efficient manner possible?
2. Given the wide variety of methods for delivering education, would you support the use of alternative approaches for the delivery of new judge education that could reduce the length of time new judges are currently required to spend away from their courts while continuing to meet their education needs?
3. Should specific content areas be added to or deleted from the B. E. Witkin Judicial College (College), New Judge Orientation (NJO), or the Primary Assignment Orientations (PAOs), and if so, what content and what delivery method is the most appropriate?
4. How can the issue of having deliberately overlapping content in these programs, knowing that it is intended to repeat certain content areas that are critical for new judges, be best addressed?

Background

The Workgroup was formed to examine issues that have periodically been raised regarding new judge education, and these include:

- Concerns about the time spent away from the bench that is required of new judges to complete their education requirements (raised at a meeting of the Trial Court Presiding Judges Advisory Committee)
- Requests to add topics to the College and NJO curriculum
- Participant comments about content that was (intentionally) duplicated in more than one program for new judges
- Budget issues related to possible reduction in costs at the College
- Concerns about how content was selected for College

New judges are a critical audience, and therefore it was appropriate for the Governing Committee to request that these three programs be reviewed to ensure that appropriate content, efficient delivery, and respect for tradition, time, and costs are all considered.

Initial Proposal

The New Judge Education Workgroup focused on the four questions posed above and provided recommendations to the CJER Governing Committee at their October 2012 meeting. The Report of the Strategic Evaluation Committee (SEC) was published at the same time that this Workgroup was studying and evaluating new judge education. The Workgroup reviewed the comments made and issues raised in the SEC report relating to New Judge Education. The SEC report states and the Workgroup agreed that "*A well-educated judiciary is critical to the fair and efficient administration of justice, and is recognized as a stated goal of the judicial branch."*

The Judicial Council Report submitted to the Judicial Council at their April 2013 meeting, and this accompanying report, serve as responses to Judicial Council directive #80: "E&P recommends that the Judicial Council direct the Administrative Director of the Courts to evaluate the efficiencies identified by the Workgroup reviewing all education for new judges to ensure that education is provided in the most effective and efficient way possible."

In the past several years, the Workgroup noted that CJER has been aggressive in exploring and using a variety of delivery methods to provide education and training to the branch. The technology available for distance education has increased and improved, allowing CJER to take advantage of multiple delivery methods (see Distance Learning Options, Section M), which in some situations can substitute for live education, and in most situations can augment it. Combining multiple types of delivery methods has become much more commonplace, and this effort is referred to as blended learning.

The Workgroup reviewed what content is provided at each of the three major programs for new judges, using the work that has already been completed in this area, and considered the possible use of blended learning to meet the current needs. When looking at content where there is deliberate overlap, they also considered whether blended learning would be useful.

The Workgroup was asked to look at the costs associated with new judge programming including time away from the bench. As such, the Workgroup considered reducing the live education portions, *e.g.,* offering the College in a different format using a blended design. It was always a possibility that the Workgroup would recommend that no cost savings could be made and that the current format would be the best way to provide this critical education.

The Workgroup was an ad hoc committee that dissolved after it conducted its review and provided its recommendations to the CJER Governing Committee.

B. NEW JUDGE EDUCATION WORKGROUP ROSTER

Hon. George J. Abdallah, Jr. , Chair
Judge of the Superior Court of California,
County of San Joaquin

Hon. Christopher R. Chandler
Presiding Judge of the Superior Court of California,
County of Sutter

Hon. Janet Gaard
Judge of the Superior Court of California,
County of Yolo

Hon. Adrienne M. Grover
Judge of the Superior Court of California,
County of Monterey

Hon. Mary Thornton House
Judge of the Superior Court of California,
County of Los Angeles

Hon. Patricia M. Lucas
Judge of the Superior Court of California,
County of Santa Clara

Hon. L. Jackson Lucky IV
Judge of the Superior Court of California,
County of Riverside

Hon. Beverly Reid O'Connell
Judge of the Superior Court of California,
County of Los Angeles

Hon. Mary Ann O'Malley
Judge of the Superior Court of California,
County of Contra Costa

Hon. Theodore M. Weathers
Judge of the Superior Court of California,
County of San Diego

CENTER FOR JUDICIARY EDUCATION AND RESEARCH (CJER)

Ms. Karene Alvarado
Managing Attorney
CJER
Administrative Office of the Courts

Ms. Maggie Cimino
Manager
CJER
Administrative Office of the Courts

C. New Judge Education Program Descriptions

Description of New Judge Orientation

This one-week orientation program is designed to introduce new judges, commissioners, and referees to their judicial duties and to familiarize them with their ethical responsibilities in ensuring fairness in all proceedings, promoting uniform court practices, and improving the administration of justice. Enrollment is limited to 12 participants in each program, in order to ensure regular and meaningful interaction by all participants with faculty, the content, and each other. The curriculum for the program is the most structured of all CJER programs, in order to ensure that all essential content is covered, and that all new judges receive the same educational experience. Faculty for the program is trained on the NJO curriculum prior to teaching, and the curriculum is regularly updated by a Workgroup comprised of experienced faculty. During the program, participants meet with the Chief Justice, members of the Judicial Council, and AOC leadership. The program is typically offered ten times each year.

Description of B. E. Witkin Judicial College

The B. E. Witkin Judicial College of California marked its 46th year in 2012 in which it has presented its comprehensive educational experience to new members of the California judiciary. Participants in the Judicial College have found that it provides extensive training in many areas of the law and broadens their understanding of the judicial process and the role of judicial officers.

Judges, commissioners, and referees attending this intensive two-week educational program commit themselves to active participation in acquiring the knowledge, skills, and approaches needed to perform their judicial work fairly, correctly, and efficiently. A full schedule of classes, concurrent sessions, and small-group seminars in all phases of judicial work is offered. Participants also analyze judicial philosophies, styles, work methods, and their roles as public servants; improve their skills in the arts of judging, decision making, handling counsel, litigants, and witnesses, and explaining the judicial function to the public; and explore better ways to handle court business, increase court efficiency, and ensure fairness to litigants. Instructional methods emphasize problem-solving exercises, panel discussions, small-group seminars, case studies, role-playing, and other innovative learning methods. Frequent small-group seminars allow students to clarify and evaluate their understanding of the course content. Specially prepared program materials are provided for study at the college and for later reference as practice aids.

Under the leadership of the Judicial College Steering Committee, and the appointed Judicial College Dean, instruction is provided primarily by more than 55 highly qualified judges, commissioners, and referees selected for their recognized abilities as judges, teachers, and legal writers, and for their interest in improving the administration of justice. Experts and representatives from component agencies within the California justice system also

participate to increase the judiciary's awareness of interagency problems and to coordinate responses to these problems. Faculty does not receive compensation, other than reimbursement for travel and lodging expenses according to state rules.

Description of Primary Assignment Orientation Courses

The Primary Assignment Orientation courses provide nuts-and-bolts content in each of the substantive law assignment areas: civil, criminal, family, juvenile, probate, and traffic law. These courses are highly interactive and often include blended learning, in that participants view online video lectures or courses before or during the course. Faculty lectures are supplemented with faculty demonstrations of how to conduct hearings or how to question parties (*i.e.*, expert witnesses, self-represented litigants, or children). Participants use hypothetical case scenarios, group discussions, and role-playing to integrate the lectures with practical experience. These courses are designed to satisfy both the content-based requirements of California Rules of Court 10.462(c)(1)(B), applicable to new judges and subordinate judicial officers, as well as the expectations and requirements of Rule 10.462(c)(4), applicable to experienced judges and subordinate judicial officers new to, or returning to, an assignment. CJER has found that many participants at the PAO programs are experienced judges returning to an assignment.

D. Evolution of Each of the Three New Judge Education Programs

Evolution of New Judge Orientation

The New Judge Orientation curriculum is updated annually to ensure that the law is current and has been revised several times over the years to ensure that the hypotheticals are effective. In 2009, the faculty recommended, based upon their own experience with the curriculum, as well as participant feedback, that the fairness segments of the curriculum should be reevaluated and revised. In June of 2009, the NJO Fairness Curriculum Workgroup was established to do this work. The Workgroup was composed of several experienced NJO faculty and several members of what was then the Fairness Education Committee.

The NJO Fairness Curriculum Workgroup met by conference calls over the course of a year to discuss what changes should or should not be made to the curriculum. The Workgroup started by formulating the participant goals for this segment of the course, and from there determined whether the existing curriculum fulfilled those goals. After determining those areas where changes were to be made, individual members of the Workgroup worked on revisions or created new content. For example, a new sentencing hypothetical and stereotyping exercise were created, and new exercises were incorporated into the sections dealing with social cognition and fairness. Much of the content remained the same, but the order in which topics were taught was rearranged to create an easier flow of the material for participants to absorb.

The Workgroup concluded its mission with the roll out of the revised fairness segments of the NJO curriculum in 2010. However, the Workgroup concluded that more work needed to be done and recommended that the fairness and ethics content be woven throughout the entire New Judge Orientation curriculum. A new NJO Curriculum Workgroup was formed in the fall of 2010 to undertake this task. This new Workgroup was composed of three members from the NJO Fairness Curriculum Workgroup and four experienced NJO faculty.

The NJO Workgroup began with a two-day in-person meeting. All members agreed that integrating fairness and ethics throughout the NJO curriculum would make the curriculum more effective by reinforcing the concept that ethics and fairness are the underlying principles fundamental to the judicial officer's role. A list of concepts/content was created of all the topics that new judges needed to learn, and all the content that is taught in NJO was included. As retired Judge David Rothman, author of the *California Judicial Conduct Handbook*, suggested, how do we "blend the trials and ethics curriculum into a seamless whole: teaching the best practices and law in trials along with the interplay of ethics and fairness, while being sure these best practices and law of each subject are made clear?" This became the Workgroup's mission for the next two years. Meeting via videoconference and conference calls, the NJO Workgroup volunteered their time to work on how best to integrate what were discrete segments on ethics/fairness and trials/evidence and integrate ethics and fairness throughout the curriculum.

The original NJO curriculum was taught by a faculty team made up of two ethics specialists and two trials specialists who taught from Monday through Wednesday afternoon and from Wednesday through Friday, respectively. Two seminar leaders assisted the students and faculty during the entire week for a total of six faculty per week. With the blending of ethics/fairness and trials/evidence segments, both ethics and trials faculty were required throughout the program.

Reductions in CJER's Mod Funds, starting in fiscal year (FY) 2011–2012, necessitated some changes to NJO. Funding for faculty was reduced from six to four people, some lunches were eliminated, and participant travel reimbursement was eliminated.

Based on budget and curricular changes, four faculty stay the entire week. At a meeting with the Workgroup and June NJO faculty team, it was agreed that this was the better model, given the demands on the faculty.

Evolution of B. E. Witkin Judicial College

The B. E. Witkin Judicial College Steering Committee (previously the New Judge Education Committee) is responsible for planning the Judicial College. The Steering Committee members are expected to serve as seminar leaders at the program, so that they are familiar with the program and able to experience the program they designed. The committee reviews the new judge education curriculum and receives input from the substantive law curriculum committees with respect to the content that should and should not be included

at the program to ensure essential education is covered and unnecessary duplication is avoided.

Each year the committee also carefully reviews all participant evaluations and often makes changes to the program based upon participant feedback. For example, courses that were not well-received are redesigned or dropped from the program.

Similar to NJO, Mod Funds to support the College were reduced in FY 2011–12. As a result, the length of the College was shortened. Before 2011, the program lasted a full two weeks, beginning on Sunday night, and continuing through Friday afternoon, then beginning again the next week on Monday morning and ending Friday afternoon. In 2011, the program was shortened by one-and-a-half days, to begin on Monday afternoon both weeks, and end on Friday afternoon both weeks. The opening dinner, which had been offered on Sunday night, was cancelled. The shortening of the program obligated the Steering Committee to meet and identify the content that was ultimately removed. Additionally, funds to support travel for participants were eliminated.

Other changes that have been made to the program in an effort to reduce costs and increase efficiencies include reducing the amount of materials printed for the program (only materials actually used in class are printed; resource materials are now found online only), eliminating the use of binders and shifting to the use of spiral or tape binding only, and reducing the number of CJER on-site staff at the program. All materials are posted online to Serranus.

In 2012, the College Steering Committee recommended adding back four hours of education. Because there were fewer participants (fewer judges appointed by the Governor), the reduced funding was sufficient to cover those costs.

Evolution of Primary Assignment Orientation Courses

Civil Law Orientation

CJER currently offers three separate civil law orientation courses:

1. Basic Civil Law Orientation,
2. Civil Law Orientation for Experienced Judges, and
3. Limited Jurisdiction, Small Claims and Unlawful Detainer Orientation.

In 2008, there was only what was then called the “Civil Law Overview.” This course was offered to all judges and subordinate judicial officers who were new or returning to a civil assignment. Judges who had an extensive civil practice before taking the bench often found this course too basic. Based on evaluation and participant comments, the Civil Law Education Committee (now the Civil Law Curriculum Committee) directed that a separate orientation course for experienced judges be created. The committee also decided to create

a separate orientation course for judges who handled only limited jurisdiction cases. The two new courses were created by Workgroups composed of experienced civil law orientation faculty and some Civil Law Education Committee members.

The first "Overview for Experienced Civil Law Judges" was offered at the Fall Continuing Judicial Studies Program in October of 2008, and the course is now offered annually. The faculty members review the course curriculum both before and after the course, and they update the content every year depending on the latest developments in the civil law area. The course emphasizes areas of civil law that judges who are experienced in civil law might find complex and new issues with which they might not be familiar.

The Basic Civil Law Orientation is offered for judges and subordinate judicial officers who are new to a civil law assignment and, like the Civil Law Orientation for Experienced Judges, is offered annually. Faculty members review the curriculum every year and update it as necessary with new cases, statutes, and rules affecting civil law. After the course, the faculty members also revise the content based on participant evaluations.

The Limited Jurisdiction, Small Claims and Unlawful Detainer Orientation course was first offered as a pre-institute workshop of the 2008 Civil Law Institute. This course was developed for judges and subordinate judicial officers in a civil assignment who do not handle unlimited civil cases. Faculty review the curriculum before each course offering and update the content based on new case law, statutes, and rules of court. In 2011, content on foreclosures and unlawful detainers was added to the curriculum as a result of the increase of those case filings.

Civil content at the Judicial College includes civil settlement, civil post-trial motions, restraining orders in civil cases, civil discovery, and unlawful detainers, but these topics are covered in greater depth at the College and only briefly at the PAO.

Criminal Law Orientation

The content of the Criminal Law Orientation course, like that of the other orientation courses, is regularly updated depending on the latest developments in that area of the law. For example, significant changes in sentencing law have taken place over the last several years, and the orientation course has been revised accordingly.

The majority of the concurrent sessions in the second week of the College include criminal content. The Criminal Law Curriculum Committee has continued to work closely with the B. E. Witkin Judicial College Steering Committee, in the planning of the Judicial College. The New Judge Education Workgroup has been provided with a detailed overview of the relationship between the criminal law content offered at the College and that included in the orientation course in order to identify overlapping content and to guide program assessment and planning.

Family Law Orientation

The content of the Family Law Orientation course, like that of the other orientation courses, is regularly updated depending on the latest developments in that area of the law. In addition the delivery of the content has been revised over time, allowing for more hypotheticals and more or less time for certain topics. Although some new judges have mentioned that there is overlap with regard to the content in the family law orientation and the College courses, "Domestic Violence Awareness" and "Working With Self-Represented Litigants," this overlap is intentional, and much effort has been made to ensure that the two programs are not unnecessarily duplicative. Intentional overlap is the result of a Primary Assignment Workgroup and the College Steering Committee agreeing that an area of content requires the additional emphasis for new judges and is therefore approved for duplication. There is also a course at the College entitled "Introduction to Family Law," which is fairly duplicative of the Family Law Orientation course, but which is attended by those new judges who do not take the Family Law Orientation course.

Juvenile Law Orientations: Dependency and Delinquency

Since 2008, there have been a number of changes to the two juvenile law primary assignment orientation courses (the dependency orientation and the delinquency orientation). In January 2008, the Dependency and Delinquency PAOs were each three days, and they were followed by a one-and-a-half-day course entitled "Highlights in Delinquency" and "Highlights in Dependency." These one-and-a-half-day courses were an attempt to meet the needs of those who preside over both types of cases, but they were not successful. In 2009, the one-and-a-half-day highlights courses were dropped, and the three-day orientations were reinstated. In 2010, the courses were each expanded to four-and-a-half days and have been very successful at that length, since they now include more essential content (substance abuse, mental health issues, child development, etc.). The persistent struggle to meet the education needs of those who hear both dependency and delinquency cases continues. The most recent attempt is being addressed in the 2012–2014 Education Plan cycle by offering a Webinar close in time to when the live course is offered (*e.g.*, live course on Dependency with Webinar on Delinquency). The Webinar will be a stopgap course for those who are either in both assignments or are assigned to a dependency or delinquency court months before or after the PAO was offered. We are hopeful that this will meet participant needs.

Due to reduced resources that led to the shortening of the Judicial College, the two juvenile law course offerings at the College were removed from that program. As a result there is virtually no overlap between the juvenile orientation courses and the Judicial College curriculum at this time.

Probate Law Orientation

The content of the Probate Law Orientation course, like that of the other orientation courses, is regularly updated depending on the latest developments in that area of the law.

Recently, there have been constant updates in the areas of trusts and estates, conservatorship, guardianship, and Lanterman-Petris-Short (LPS) law. Some of the legislative updates were in part due to the increased requirements imposed upon probate courts by the Omnibus Conservatorship and Guardianship Reform Act of 2006, along with the lack of funding to implement the new requirements and the subsequent economic downturn. Aside from updates in the law, the most significant recent change in the course is the addition of a segment on civil protective orders and handling elder abuse cases, which entailed the shortening of the probate conservatorship segment on the same day. The civil protective orders component was added in response to Rule 10.464 of the California Rules of Court, which sets forth education requirements and expectations for judges and subordinate judicial officers on domestic violence issues and mandates that domestic violence education be included in the Probate Orientation, among other courses.

In addition, in 2010 the Probate Curriculum Committee recommended that the LPS segment of the course be held regionally in order to be accessible to judges and subordinate judicial officers who have an LPS or mental health assignment, but not a regular probate assignment. The half-day LPS orientation was held in three regional locations in 2012 and will be a regular offering.

In past years an introductory probate law course was offered at the Judicial College, but as a result of several years of very low enrollment, that course is no longer offered. It appears that very few new judges are placed in a probate assignment.

Traffic Law Orientation

Before 2010, CJER offered a Traffic Institute every two years. In 2011, rather than offering an institute, three, two-day regional Traffic Orientation courses were offered. Now the Traffic Orientation is offered once per year, and there is no traffic content at the College.

E. WORKGROUP EVALUATION PROCESS

Overview of Process

The Workgroup focused on both effectiveness and efficiency. The content for all New Judge Programs was reviewed for completeness, whether the content was essential for new judges, and possible unintentional overlap of content. The Workgroup found that only 5 percent of a new judge's time in the first two years is spent attending NJO, the College, and one PAO program.

The Workgroup examined the evaluations for each of the new judge education programs for themes and issues raised by judges who attended the program(s) over the past two years. The Workgroup evaluated the possibility of shortening the current schedule for each program in light of travel demands, out-of-court time, and overall cost. These scenarios for the College are presented in Section G. This was balanced with the need for excellent, comprehensive education for new judges that includes both group interaction and building

a community of support for new judges to assist them in the transition from advocate to judge.

The Workgroup, through Judge Mary Ann O'Malley, solicited comments from Trial Court Presiding Judges related to the Workgroup charge. Seven courts responded with comments for the Workgroup's consideration.

The Workgroup considered cost and recognized that live delivery is the most costly. It was difficult to quantify new judge education in terms of dollars and cents. The Workgroup did analyze multiple delivery options and thoroughly reviewed the curriculum designs, the course outlines, and the evaluations, as well as feedback from several Presiding Judges and recent new judge program attendees. CJER staff provided a brief history of CJER's curriculum development history and process (see Curriculum Development Process Summary, attached).

New Judge Orientation

The Workgroup reviewed the recently completed extensive revision of the New Judge Orientation curriculum as well as the schedule for the program. The Workgroup met with Judge David Rothman, author of the *California Judicial Conduct Handbook* and a member of the New Judge Orientation Curriculum Workgroup, who discussed the revisions to the NJO curriculum. Judge Rothman made a very compelling presentation to the Workgroup on the value and significance of the New Judge Orientation content and his strong belief in the need for new judges to have the opportunity to attend all three programs (New Judge Orientation, B. E. Witkin Judicial College, and Primary Assignment Orientation) in their current form. He also addressed the issue of intentional duplication especially in the areas of ethics, demeanor, and fairness as necessary to reinforce the importance of each in the daily life and work of a judge.

Judge Rothman's letter to the Chief Justice and Judicial Council (Regarding: The Strategic Evaluation Committee Report, Item SP 12-05 Comment on Section 7—Education Division and Judicial Education) was provided to the Workgroup for consideration and can be found in Section I of this document.

Additionally, the Workgroup reviewed and discussed the New Judge Orientation 2011 and 2012 evaluations.

Lastly, the Workgroup considered and weighed the concerns expressed by the Commission on Judicial Performance in its September 14, 2011, correspondence to the Director of CJER, Dr. Diane Cowdrey, in Section J.

B. E. Witkin Judicial College

The Workgroup spent significant time reviewing evaluations of curriculum and content for the B. E. Witkin Judicial College. Evaluations included those from the 2008, 2009, and 2011 College participants and the 2010 Survey of Past College Attendees.

The Workgroup members reviewed the 2012 B. E. Witkin Judicial College course schedule and course descriptions, and discussed the program content and design at length at its May and June meetings. The Workgroup members, which included Presiding Judges (current and past) and faculty (current and past) for the College, NJO, and PAOs, discussed their personal experiences as court leaders and faculty, as well as the feedback received from participants in the evaluation documents.

The issue of further shortening the college was discussed from the perspective of cost, efficiency, and programmatic loss. The Workgroup examined several potential scenarios and evaluated the potential gains and losses resulting from each scenario.

The Workgroup members studied and discussed the issue of intentional and unintentional overlap between the College and the other New Judge education programs. They also reviewed online educational offerings for new judges.

Primary Assignment Orientation

The Workgroup reviewed the curriculum designs for each area of the law, focusing on the content that each committee identified as essential for new judges. The Workgroup then reviewed the outlines for each of the nine Primary Assignment Orientation courses as follows: Civil Law Basic PAO, Criminal Law PAO, Family Law PAO, Juvenile Delinquency PAO, Juvenile Dependency PAO, Probate PAO, Traffic PAO, Experienced Civil Law PAO, and Limited Jurisdiction Civil Law PAO.

The Workgroup also reviewed an analysis by the Criminal Law Curriculum Committee and CJER staff of overlap that exists between content offered at the Criminal Law PAO and the Judicial College. The Workgroup understands that this analysis is representative of that which has been done for the other PAOs, and that the criminal law analysis is the most extensive because the bulk of subject matter content at the Judicial College is criminal law.

F. Findings as to Questions Posed in Charge by Governing Committee

1. *Is the current approach to education for new judges meeting the educational needs of this audience in the most effective and efficient manner possible?*

The Workgroup found that the current approach meets the needs of new judges in a highly effective and efficient manner. CJER, through its curriculum and oversight committees, has instituted an objective, critical, and insightful assessment of each of its programs. These assessments result in ongoing program refinements in delivery, calendaring, and content. CJER's Director and staff demonstrate a keen awareness of the economics associated with program delivery, and they work diligently to reduce costs and maintain allocated budgets. They also rely on the acumen of experienced judicial officers and CJER's internal curriculum plans to identify new judges' needs and to develop responsive program content. The program planning, delivery methods, and assessment process result in a flexibility that allows for a timely incorporation of changes in the law.

The Workgroup also found that presenting these foundational new judge education programs through face-to-face programs is especially effective and efficient. Although distance delivery methods are less costly, it does not outweigh the benefits of live, face-to-face education for new judges. Live, face-to-face delivery incorporates mentoring practices and approaches by experienced judicial officers. This approach adds a crucial refinement to the presentation of the designed program content. Among other benefits, during the live presentations, the instructors and seminar leaders immediately address the new judges' expressed concerns and questions, thereby enhancing the curriculum, building an atmosphere of trust, and assisting the new judge in gaining both knowledge and confidence. Further, it has been regularly reported to oversight committees that the mentoring process continues beyond program schedules—at all casual and planned contacts with instructors and seminar leaders.

The instructors and seminar leaders remain an available, invaluable resource who can be called upon throughout a new judge's career.

In making its findings, the Workgroup read and considered several years of participant survey responses. Upon being surveyed, typical new judge remarks have included the following that strongly support the Workgroup evaluation of the efficacy of live programs:

> *"Each (faculty) added unique elements to wonderful whole. I can't think of changes to improve."*
>
> *"[R]eceiving wisdom of such gifted, knowledgeable and talented judges; observing judicial demeanor and best practices modeled; interaction between participants and faculty; practical focus and structure on dealing with foundation of good judging . . . "*

2. *Given the wide variety of methods for delivering education, would you support the use of alternative approaches for the delivery of new judge education that could reduce the length of time new judges are currently required to spend away from their courts while continuing to meet their education needs?*

The Workgroup found that new judge education is currently well-supported by distance products that can be found online in the Serranus Judicial Education Toolkits. The New

Judge Toolkit was especially developed to provide information and education for judges prior to their participation in NJO or the College. The Workgroup supports the continued development of education for new and experienced judges that can be accessed at the time of need rather than at a program. It did not, however, fill the need for live education that creates and supports a network or community of judges. Each of the current live programs that are the focus of this report offers judges the opportunity to work with their colleagues across county lines, share expertise, and support the development of consistent statewide practices.

The Workgroup found that the seminar meetings and relationships with seminar leaders were an essential part of new judge education and often focus on "the art of being a judge."

The Workgroup found that the format of the College as two consecutive weeks rather than two separate weeks creates the best environment for learning and exchanging of ideas, building trust, and building lasting relationships with faculty and among participants. Additionally the Workgroup noted that no cost savings would be realized by separating the program into separate weeks.

3. *Should specific content areas be added to or deleted from the B. E. Witkin Judicial College (College), New Judge Orientation (NJO), or the Primary Assignment Orientations (PAOs), and if so, what content and what delivery method is the most appropriate?*

The content included in each of the live programs is identified and developed by judges serving on Workgroups for this specific purpose. Each year the content is examined to be certain it appropriately and completely meets the needs of new judges, and that the delivery methods chosen are the most efficient and effective for that content.

In addition, the CJER Curriculum Committees in each area of substantive law and the Judicial Ethics and Fairness Curriculum Committee work to identify the content that they recommend is developed for distance delivery. This process is driven by experienced judges, and the resulting products are designed and developed with judicial Workgroups and education attorneys working together to build the final product.

This current process for identifying content, developing programs, and delivering education for new judges was validated and supported by the Workgroup.

4. *How can the issue of having deliberately overlapping content in these programs, knowing that it is intended to repeat certain content areas that are critical for new judges, be best addressed?*

The current process includes a review by the education attorneys who staff each program followed by a discussion of the respective Workgroups on how to limit the overlap to intentional rather than unintentional duplication of content. Content overlap that does occur is intentional, having been identified and approved by Workgroup members for each

of the new judge programs as educationally necessary and essential for the transition from advocate to judge.

Some content is covered in both the PAO and the College, but for specific reasons. For example, some areas are covered in the PAOs with specific focus on the mechanics, whereas at the College, the judge's role in that area is covered in greater depth (interpreters, pleas, evidence, jury selection, trial management). Additionally, at the College, there is some content provided in concurrent sessions, which might be covered at a PAO. This is so that judges can choose to take a concurrent session in an area that may not be their primary assignment, but one in which they still need to have a working knowledge. Another reason is that some content is fairly complex and completely foreign to judges who lack a criminal law background (*e.g.*, gang issues, felony sentencing, search and seizure). The Workgroup found these rationales satisfactory.

The substantive law curriculum committees regularly work with the Judicial College Steering Committee to review the content offered at each of the new judge education programs (NJO, the PAOs, and the College) to ensure that (1) the content that the curriculum committees have determined to be essential for new judges is included in at least one of the three new judge education programs, and (2) that the essential education is duplicated within the new judge education programs only when necessary.

G. WORKGROUP RECOMMENDATIONS

Recommendations for New Judge Orientation

Recommendation #1: The Workgroup recommended that New Judge Orientation remains as currently designed and delivered. The Workgroup found that the current content and method of delivery are the most effective and efficient way to provide this education.

Recommendation #2: The Workgroup recommended that CJER continue to evaluate and refine the NJO program through the work of its curriculum committees and Workgroups to eliminate unnecessary overlap with College and PAOs.

The basis for the above recommendations is contained in the discussion below.

Issue #1: Changes to NJO design and delivery

The Workgroup discussed the benefits and drawbacks of possible changes, including regionalizing the program and shortening the program to less than one week. The Workgroup also discussed the option of putting some of the content online. After studying the evaluations and feedback from Presiding Judges, and taking into consideration their own experience as attendees and as faculty/seminar leaders for New Judge Education Programs, the Workgroup members determined that the current format is critical to the effective delivery of the content. Offering the program regionally would limit the statewide perspective that program participants are provided in the current format. The Workgroup

felt it was essential that a new judge gain an appreciation that he or she is joining the California Judicial Branch, the third branch of government, not solely the local bench.

The Workgroup found that only 5 percent of a new judge's time in the first two years is spent attending NJO, the College, and PAO. The one exception would be the few judges who attend multiple PAOs. New judge education is focused on preparing judicial officers for their career, moving from advocate to neutral judge. The seminar setting for both NJO and the College supports the learning and change from advocate to judge and encourages community building, mentoring, resource sharing, and identifying with their new role as judge.

Issue #2: Overlap of Content

CJER currently has a robust process that connects the education attorneys with the curriculum committees and Workgroups that oversee new judge education to continually identify possible content overlap and evaluate whether existing overlap is essential for emphasis or unintentional and could be eliminated from one program while covered in another. The education attorneys are the links between the groups planning the education each year and work together with their respective committees to continually refine the curriculum and courses to include as little overlap as possible while still meeting the need to emphasize and reinforce some content as identified by the committees and Workgroups.

Recommendations for B. E. Witkin Judicial College

Recommendation #1: The College program, as recently modified in 2011 and 2012, reflected reductions in both length and content and should continue as currently constituted. The Workgroup found that the current content and methods of delivery were the most effective and efficient way to provide this unique orientation and education for the new judicial officer.

Recommendation #2: The Workgroup recommended that the B. E. Witkin Judicial College Steering Committee explore the use of WebEx to connect seminar groups after the College had concluded as a way to answer questions and to see how the college has impacted their work back at the court. This would also be a way to gain feedback from the participants on the College after they have had a month or two to digest the learning and apply it.

Recommendation #3: B. E. Witkin Judicial College Steering Committee, with the assistance of CJER Education Attorneys, should continue to evaluate and refine the program to eliminate unnecessary overlap with NJO and PAOs.

The basis for the above recommendations is contained in the discussion below.

Issue #1: The Length of the College

Some Presiding Judges and College participants have voiced concerns about the length of the College. Some Presiding Judges expressed the difficulty in covering the courts presided over by College participants for a two-week period. Participants voiced concerns about the length of the College from the perspective of information overload, overlap with the Primary Overview Course and NJO, and the length of time away from home and families.

The concerns of the Presiding Judges are understandable. Regardless of the size of the court, coverage for a courtroom for two weeks is administratively difficult in the best of times and certainly more problematic in these times. With the addition of a primary assignment orientation requirement to the NJO and College requirement in the first two years, the additional administrative burdens might well be solved by shortening the College.

The Workgroup wanted to place the time away by a new judicial officer in perspective. The College, NJO, and PAO courses comprise at least 20 days of education in a new judicial officers' first two years after their oath. The Standards of Judicial Administration suggest that a judicial officer engage in at least 8 days of education each year. Thus, in a two-year period, that time is only lengthened by four days for the new judicial officer. When one looks at the conceivable number of days on the bench in a two-year period and deducts the 20 days for the two-year period, education of the newest members of the bench is 5 percent of their time.

The Workgroup discussed the following possible scenarios suggested by a small number of past college attendees and Presiding Judges:

Option #A: Shorten the College from 10 days to 8 days by scheduling classes that run from Saturday to Saturday.

- This would only compound and worsen past participants' concerns with the exhausting college course schedule that currently exists to give participants the weekend off; going straight through one or two weekends would add to this level of exhaustion, and thereby potentially reduce the learning for the participants.
- Past participants have expressed concern about being away from families for the two Monday to Friday weeks of the current schedule. Changing from two 5-day weeks to a solid 7- or 10-day schedule might be equally challenging for families.
- Holding the College over a Saturday or Sunday would conflict with the religious practices and observances of some of the judges, making it difficult or impossible for them to attend.

For these reasons, Option A was rejected.

Option #B: Instead of two consecutive weeks, separate the two weeks over the two-year period, so that the College curriculum is staggered. The Workgroup could not identify any

cost savings for this scenario, so from an economic standpoint, this option would only assist courts administratively, not fiscally.

- This option would dampen one of the stated goals of the College which is to begin building and reinforcing a community of statewide judges—interruption of this process might occur.
- Seminar groups (a highly rated part of the program) would only just be reaching the necessary levels of familiarity and trust that support learning and develop ongoing relationships at the end of the first week.
- Scheduling for return to "Part 2" by all attendees who attended a particular "Part 1" would be challenging. It would be preferred by most and be deemed essential to attend with your College Seminar group—but court calendars may not make that possible to accommodate. Changing to a different college group for Part 2 was not advisable in the estimation of the Workgroup.
- Continuity of faculty and seminar leaders on second week might be challenging.
- Presiding Judges of some courts told the Workgroup that two separate weeks would be more difficult for them to schedule around than two consecutive weeks.

For these reasons, Option B was rejected.

Option #C: In some fashion, shorten the College by one or two days.

- The Workgroup was advised that since 2011, the College had already been reduced by a number of hours equivalent to one day. (The College starts on Monday, rather than Sunday of the first week, and Monday afternoon of the second week, rather than Monday morning. This has eliminated costs associated with opening dinners, travel, and overnight accommodations.) The Steering Committee is reluctant to engage in further cuts, as that would impact the content of the course work.
- As a result of the modifications already in place, the Workgroup discussed this at length, including which day or days might be eliminated and how that would benefit the court. The Workgroup determined that the benefit of gaining one day for the court over keeping the content intact and maintaining the current schedule was not sufficient to recommend the change.
- The Steering Committee is continually looking for more time to cover even more content at the College. The Steering Committee has a waiting list of content suggestions that have been made to add to the College.

For these reasons, Option C was rejected.

Option #D: Shorten the College by moving some of the content online.

- This option highlights the difference between orientation versus education. The purpose of New Judge Education via NJO and the College is to offer information, surely, but it is also to offer ”art of judging” guidance by senior judicial officers and through group discussions in a safe-harbor environment. This atmosphere cannot be achieved through online education.
- Although the Workgroup places a high value on CJER’s online offerings, it was the consensus of the group that the College serves the dual purpose of educating and providing a community of interests and mentoring for new judges that must be delivered in a live, face-to-face environment even if this is at a higher cost.

For these reasons, Option D was rejected.

Issue #2: College Course Content: Duplication and Overlap

The College Steering Committee has been committed to eliminating duplication and overlap since instituting PAO courses. Currently, program Workgroups and CJER staff attorneys work to identify unintentional overlap and move that content to other delivery options.

The attention to unintentional overlap is given by all the education attorneys as part of their work with Workgroups and curriculum committees. Fine-tuning is a continual process. In past years, when overlap was identified, some family and juvenile content was eliminated from the College, but upon later review, family law content was added back in. Again, constant evaluation and modification by the College Steering Committee is ongoing in order to be responsive to the courts and individual new judges’ needs.

The Commission on Judicial Performance (CJP) has identified common ethical missteps by new judicial officers (within their first five years on the bench). The CJP findings prompted both the NJO Workgroup and the College Steering Committee to take a hard look at ethics content at both NJO and the College. The NJO Workgroup developed a new format for NJO based upon Judge Rothman’s “8 Pillars” model, integrating ethics content throughout the NJO program. Judge Rothman, who is both a member of the NJO Workgroup and serves as faculty for the ethics course at the College, also integrated the “8 Pillars” model in the College ethics course. Judge Rothman and members of the NJO Workgroup worked to identify unintentional overlap in NJO and College ethics content, while maintaining intentional overlap necessary to reinforce the core ethical concepts for new judges by repetition. Much of the education for a new judge only makes sense once he or she has a context. Simply stated, new judges don’t know what they don’t know. NJO functions as a type of ”issue spotting” educational experience. The College goes over important material already introduced, but as participants have more time on the bench, coverage of the ethics content at the College is wider in scope and deeper in exploration. Therefore, the best possible model of monitoring the overlap and knowing what is necessary for repetition is achieved.

Issue #3: Cost, Content, and Perception Issues

The Workgroup was asked to look at whether efforts were being made to adjust to cost, content, and perception issues that have arisen in the past four years.

As has been expressed throughout and deserves emphasis here, the College is continually being fine-tuned by the Steering Committee. This fine-tuning has resulted in the following changes:

1. The College has been shortened by 8 hours.
2. Some content has been eliminated and some returned, based upon review of the evaluations.
3. The Steering Committee eliminated the non-education content.
4. The College has essentially ”gone paperless” by moving reference materials online, limiting the amount of paper course materials to those actually signed up for the course, and thereby eliminating costly binders.
5. Fewer CJER staff are present onsite at the College.
6. Fewer formal dinners are included in the program to cut costs.
7. Most of the seminar leaders also serve as faculty for one or more courses in addition to leading their seminar groups, thereby serving “double-duty.”

One issue has been the recent site of the College at the Hayes Conference Center in San Jose. Previous colleges have been housed at the Clark Kerr Campus at UC Berkeley and the Holiday Inn in downtown San Francisco. Clark Kerr was primitive at best and generated multiple complaints: bugs, break-ins, mold, bunk-beds, and shared restrooms. Renovations performed in 2011 led Clark Kerr to raise its prices, rendering it more expensive than its hotel competitors, with fewer amenities. Holiday Inn conference rooms were in the basement, the hotel did not engender a campus atmosphere, and numerous safety complaints were made about the facility. Other sites that have bid on the Judicial College program have not had enough meeting rooms to accommodate the program’s needs.

State contracting guidelines mandate that the site that offers accommodations suitable for the program at the lowest bid must be selected. For the last several years, the only location that fits that description is the Hayes Conference Center. The Hayes Conference Center easily and comfortably accommodates all the program’s needs—providing sufficient meeting space, comfortable sleeping rooms, and a crime-free, safer environment. The problem has been that it is the site of the Hayes Mansion, a historical landmark, and the grounds are lush. This has led to the perception that despite its cost being bid at the same price as or lower than the other locales, the ”lushness” has been commented upon in the media as inappropriate for training in these hard economic times. The CJER Governing Committee was concerned about these perceptions, but did not wish to compromise the quality educational experience engendered by eliminating uncomfortable accommodations and inadequate teaching space found at the other locations previously housing the College.

As noted throughout this report—and relied upon by the Workgroup—comprehensive evaluations are made by the participants and the instructors to ensure that course content is accurate, delivered well, and delivered in a cost-effective fashion. There was also a survey conducted of past attendees who were 2, 3, and 4 years out from their college experience. Although the length of the College was a concern for a small number of respondents, the uncomfortable facilities provided by the Holiday Inn and Clark Kerr were a frequent source of negative feedback.

Issue #4: The Need for In-Person Training

The Workgroup was tasked with determining whether and why face-to-face instruction was necessary, and whether the College should be streamlined to include remote and/or distance learning through online courses, Webinars, and other mechanisms.

The Workgroup concluded that the small seminar groups were essential to the success of the College and the learning environment. Seminar groups cover content that is critical to the judge's job, but not covered formally elsewhere, *e.g.*, handling blanket papering by a party and stress management, managing staff appropriately with respect to the role of a judge, asking for help, and knowing where to go for help, just to name a few of these topics. These are essential for new judges, and not all are covered comprehensively in other statewide and local training. The design of the seminar groups and meetings is one that encourages dialogue among the judges—sharing experiences, asking questions, and taking advantage of the more experienced seminar leaders. Seminar groups are very learner centered, providing time to reflect and share. Nowhere else is an understanding of a judge's role as part of the third branch of government covered—this is the essence of the emphasis of orientation versus education.

Data from surveys of past College participants have demonstrated strong support for the seminar groups as integral to the education offered at the college and personally valuable as relationships are often formed that last for years. In the 2010 survey of past participants at the College, 70 percent responded in the positive to the seminar meetings they attended. One participant wrote: *"The group meetings were useful in two ways, first as an opportunity to get to know and interact with the group members and, second as an opportunity to gain insight from group members who had particular expertise in various areas."*

In short, the College is about learning, changing behavior, and avoiding potential missteps before they occur. To achieve these results, standard learning principles require live courses. A live classroom/group discussion setting is the most effective way to ease the transition from advocate to neutral judge. The quality and quantity of mentoring that is offered at New Judge Education programs could not occur in an online environment. A solid support system and lifetime friendships and professional relationships begin at NJO and the College. Because a judge cannot look to another organization or government entity to support him or her in their work, these relationships become foundational to his or her learning.

The Workgroup recommended that seminar groups be encouraged to use online resources to continue their discussions after the College; many already have reunions and keep in touch, as their experience together at the College was a bonding opportunity that transcended court district boundaries. The isolating nature of the judicial officer's job can lead to stress and missteps. The long-term support provided by tightly bonded seminar groups can help judicial officers offset their isolation.

Issue #5: Course Content in General

The issue is whether or not course content is relevant to today's judicial officer due to a judge's prior knowledge in a field, the specific assignment, and the existence of PAOs for subject matter education.

It is axiomatic that a knowledgeable judicial officer promotes public trust and confidence in the branch, and the public is best served. To that end, recent college content has been designed to build from one week to the other, from one program to another. These are not stand-alone education programs. They are designed to work together to cover the essential knowledge and skills a new judge needs to be effective on the bench.

The variety of courses has also become necessary for public trust in a judge as trying budget times make it more likely that a judge cannot be a specialist. Judges are now being asked more and more to be interdisciplinary, sitting on multiple assignments due to the challenging budget environment. Even a small amount of exposure to content for some areas increases confidence, and that is a benefit to the new judge and the Presiding Judge. This is especially true of small courts and is important when looking at the content to include in the College.

The Workgroup considered a suggestion regarding the plenary session: *"As to Judicial College—allow opt-out of specific classes in which judicial officer is already familiar and replace with assignment specific updates only."* This position ignores the fact that judges learn from different perspectives of their colleagues and faculty, not just their personal knowledge. Learning and applying knowledge as a judge is most likely different from that of a practitioner.

The Steering Committee's 2010 survey of judges who attended the College in years past demonstrated that after some time following the college, the necessity of plenary courses was understood and appreciated. Out of concern for this comment, the College Steering Committee started planning a new college schedule without using the past college schedule. This was done to see if, from a purely curriculum planning perspective, a different college program would emerge. Even starting from scratch, the Steering Committee still arrived at effectively the same content contained in the existing college schedule.

The SEC Report noted: "*With respect to judicial education, the Education Division is to be commended for its practice of surveying judicial officers to determine whether education course content has been taught in satisfactory fashion. This is one of several instances in which an AOC division makes a consistent effort to determine whether its end-use consumers are satisfied with its services."*

As discussed above, the College Steering Committee has relied heavily over the years on feedback from participants and has altered the College content accordingly.

Recommendations for Primary Assignment Orientation Courses

*Recommendation #1***:** For the PAOs for new judges, the Workgroup recommended that each course remain as currently designed and delivered for the time being. The Workgroup found that the current content and methods of delivery were the most effective and efficient way to provide this education.

Recommendation #2: The Workgroup recommended that PAO Workgroups and education attorneys continue to annually examine the possibility of moving some content to blended learning options without reducing the quality of the learning experience.

Recommendation #3: The Workgroup recommended that PAO faculty teams explore the possibility of designing separate orientation courses for experienced judges returning to an assignment or use blended learning (a combination of live, online, video, WebEx, etc.) for delivery of some of the content to that audience. The goal would be shorter PAOs for that audience and at less cost to the courts. The Workgroup did recognize that a separate orientation course already exists for experienced civil law judges returning to that assignment. The Workgroup also recognized that both these possibilities could result in increased costs and resource demands for CJER.

Recommendation #4: The Workgroup recommended that PAO Workgroups, with the assistance of CJER education attorneys, continue their current practice of evaluating and refining the programs to avoid unnecessary overlap with NJO and College curriculum, recognizing that some of the overlap is intentional and necessary to emphasize the importance of the content.

*Recommendation #5***:** The Workgroup recommended that CJER explore the possibility of moving a PAO to southern California.

The basis for the above recommendations is contained in the discussion below.

Issue #1: Live vs. distance delivery

The Workgroup discussed online or distance delivery of the content offered at the PAOs and concluded that a new judge needs the opportunity to work with experienced judges, learning from and with his/her colleagues.

Although many of CJER's online products support this education, it is important to note that although the online products are an effective way to introduce judges to new content, the live training is the most effective way to provide new judges a way to explore the content in detail—to safely ask questions, practice skills, and consider alternatives.

The Curriculum Committees for each substantive law area have discussed and come to the same conclusion: that PAOs for new judges need to be delivered live. These same committees identified additional content for distance delivery that expands the learning beyond the PAO.

Issue #2: Experienced Judges

The Workgroup recognizes that PAOs often have very experienced judges returning to an assignment, and they have different needs than a new judge. These judges may be served by online delivery of some or all of the content in a PAO.

One serious concern of the Workgroup was that if PAO content is offered online for experienced judges, those judges will not be able to find the time to complete the online learning. Live delivery provides an uninterrupted time and space for education and focuses the learners on the content and applying the learning.

Issue #3: Content Overlap

The Workgroup found that a comprehensive review of content for PAOs for potential overlap of content with the College was done by the PAO Workgroups with the assistance of CJER staff. Some content was only touched on in the PAO and then covered in greater depth at the College. Some content has been flagged by a Workgroup and faculty as necessary to repeat in an effort to emphasize the significance of the content. Overlap between NJO and the College in the areas of ethics and fairness particularly is intentional and necessary.

Issue #4: Moving one or more PAO programs to southern California

This recommendation might result in a reduction in both travel costs for the courts and in the time away from the bench. The Workgroup did recognize that this would increase the cost for CJER to support the program. The cost-effectiveness for this change would need to be analyzed against the possible loss of a statewide opportunity for judges to meet and learn in a community setting and the total savings, if any. It is anticipated that judges from the north could attend a PAO in southern California, but more likely that judges from the north would attend in San Francisco and judges in the south would attend in Southern California to save time and money for hotels and travel.

Closing

Despite the identical language, literature, tools, and tactics deployed by lawyers, the transition between lawyer and judicial officer is not easy: although lawyers and judges

speak the same language and use the same legal principles, they deploy them in a way that was merely observed and not practiced. Leaving the world of advocacy to enter the world of objectivity after a 30-second oath is not easy; there is definitely a great deal at stake in this transition process. Regardless of where a judge practices his other judicial skills—Northern, Central, or Southern California, small judicial district or a large one, from one with high crime, high economies, or rural concerns—all are tasked with making decisions that directly impact people's lives. Should this tenant be evicted? Should this defendant spend 30 days or 30 years in a jail cell? Where should a child grow up—in foster care? In the care of one parent over the other when you've had less than 5 minutes to size up the warring parents? Will this small claims case, with only one side who can appeal, even though a small amount, impact the small business owner in front of you? Do we issue that injunction to change the course of a corporation's life, the lives of its employees, and the lives of its customers?

California's New Judge Education programs are designed to address the dichotomy that exists between lawyering and judging. New judge education is critical to sustaining the credibility of our branch of government and to making sure that we are mindful of our roles as judges, mindful of the rule of law, and that our decisions are reasoned and carried out with both compassion and objectivity. These programs provide the opportunity for new judges to engage meaningfully and over time with their peers and experienced judges to ensure that they successfully make the transition from advocate to judge. The Workgroup that reviewed these programs made their recommendations based on this understanding and what will ultimately best serve the people of California.

H. List of Documents Reviewed by the Workgroup

1. Overview of revised New Judge Education curriculum as provided by Judge David Rothman
2. Outline of revised New Judge Orientation curriculum
3. Overlap between Criminal Law Orientation and B. E. Witkin Judicial College
4. Commission for Judicial Performance letter to Diane Cowdrey dated September 14, 2010 (attached)
5. CJER curriculum development process overview (attached)
6. Delivery methods matrix (attached)
7. 2012 B. E. Witkin Judicial College course schedule and course descriptions
8. Evaluations for:
    - 2008, 2009, 2011 Colleges
    - 2010 Survey of Past College Attendees
    - 2012 Primary Assignment Orientations (PAO)
    - 2011–2012 New Judge Orientation
9. Course Outlines/Table of Contents for Primary Assignment Orientations
    - Civil Law Basic Orientation
    - Criminal Law Orientation
    - Experienced Civil Law Orientation
    - Family Law Orientation
    - Family Law Teaching Grid With Time Allocations
    - Juvenile Delinquency Orientation
    - Juvenile Delinquency Grid With Time Allocations
    - Juvenile Dependency Orientation
    - Juvenile Dependency Grid With Time Allocations
    - Limited Civil Law Orientation
    - Traffic Orientation
    - Probate Law Orientation
10. Curriculum Plan Table of Contents for:
    - Civil Law Curriculum
    - Criminal Law Curriculum
    - Family Law Curriculum
    - Juvenile Delinquency Law Curriculum
    - Juvenile Dependency Law Curriculum
    - New Judge Education Law Curriculum
    - Revised NJO Curriculum With Time Allocation

I. LETTER FROM JUDGE DAVID ROTHMAN DATED JULY 22, 2012

July 22, 2012

To
The Honorable Tani Cantil-Sakauyue
Chief Justice of California
and the Judicial Council of California

From
David M. Rothman
1729 Madera Street
Berkeley, CA 94707

Regarding: The Strategic Evaluation Committee Report, Item SP 12-05
Comment on Section-7 – Education Division and Judicial Education

Dear Chief Justice and Members of the Judicial Council:

Thank you for the opportunity to address the Report of the Strategic Evaluation Committee (SEC). I would like to give my views on certain portions of the part of the Report that deal with judicial education aspects of the section regarding the Education Division of the Administrative Office of the Courts (AOC). I will not be commenting on any other parts of the Report.

The present budget crises in our state combined with certain findings in the SEC Report raise concerns for the future of the one of the oldest and highly regarded judicial education programs in the United States, with consequential harm to the quality of our judiciary and the people of this state.

General comment on "Cost Benefit Analysis"

The Education section of the SEC Report contains a number of evaluations based on a "cost-benefit" conclusion in regard to judicial education programs. The Report, however, does not contain an explanation of the standards by for making such cost-benefit conclusions.

What all judicial officers (whom I will call judges here) do, the art of judging, and the fundamental mission of the central principle of of being a judge (assuring the honesty and integrity of the process of decision making and the decisions they make, including the courage to do what it right), is something that judges learn through experience, education programs and by constantly seeking to gain self-awareness. I do not believe that the value of any of this is measurable by examining the "cost-benefit" of the educational components of such efforts. Judges are not little businesses that produce products. They are guardians of our Constitutions, the Rule of Law, our system of justice, and our liberty.

Local judicial education programs as a substitute for the statewide model

The Report suggests that education programs in large courts may be a substitute of some of CJER's programs that require judges from around the state to attend, such as new judge education programs and new assignment programs. (Pp. 107-108)

Obviously reliance on a variety of sources for judicial education in addition to CJER is beneficial to judges, including self study, programs provided by legal education providers, local court programs, and California Judges Association education programs. All are important in assuring that judges are well trained, fulfilling their obligations under the Code of Judicial Ethics to establish, maintain and enforce "high standards of conduct," and "maintain professional competence in the law. " (See Canons 1, 2A, and 3B(2)) None, however, are a substitute for CJER's core programs.

Over the last half century the judicial institution, first through the California Judges Association and shortly thereafter through the Judicial Council, assumed the duty of assuring that all judges in California have a common understanding of what it means to be a judge. Over the years we have come to accept that there are not 58 legal systems in California administering a "law unto themselves," but a single rule of law with highest standards and best practices accepted throughout the state that assure the rule of law.

The suggestion in the Report that large local courts may be able to undertake some of what CJER does poses the potential of undermining the achievements of judicial education of the past 50 years and eliminating important values for judicial education of these programs.

For example, the Report's conclusion based on "cost-benefit considerations" in reviewing this subject ignores the value of live, in person, programs where judges from around the state meet and study together. The personal connections and discussions among judges from courts all over the state, large and small, rural and urban, north and south, are a critical element of CJER's judicial education program. In every program I have taught the participant judges from diverse backgrounds and courts share their knowledge, problem solving, perceptions and ideas. Almost invariably we realize that everyone (including faculty) learns as much from one another as they do from the faculty. This and many other benefits of meetings among judges from diverse courts should not be rejected because one has difficulty placing a value on what is learned.

One must also be concerned that the focus of local court education may tend to subjects and content that are perceived by court managers as "useful", "practical," "bread and butter," and aimed at the efficient functioning of the local court, rather than those subjects that focus on the basic premises of what it means to be a judge and judging.

New judge education

The Committee's Report contains reference to the concerns of "many judicial officers and courts" about having new judges away from their courts for the one week for New Judge Orientation and two weeks for the Judicial College. (Report p. 107) There is also concern expressed in regard to education required for a judge's new assignment.

In my 34 years of CJER teaching (as well as my years in managing the West District of the Los Angeles Superior Court) this concern is regularly voiced. It is understandable that a court might not want to suffer the loss of a new judge for so long. Even so, I am convinced by my experience that most judges and presiding judges in California who have this concern know that, in the long run, the loss of three or four weeks of education is inconsequential when weighed against the value to the system of justice of providing comprehensive judicial education to new judges.

It is, of course, never inappropriate to reexamine and improve what the Judicial College and NJO are doing. These are core institutions of California's judiciary and their curriculum and management are of great importance to the people of this state, our judges and the Judicial Council. In addition CJER's management and structure should also be studied and improved. But proposals for actions that could result in undoing the Judicial College and NJO should be declined.

Finally, we need to be mindful that judicial education is an essential component of judicial accountability. Adequate judicial education helps insure that the conduct of judges meets the highest standards, and that a judge cannot credibly claim that the judge did not know his or her ethical responsibilities. The stakes are high when the quality of the judicial education institutions is compromised.

Attorneys in CJER

Recommendation No. 7-20 the Committee Report contains the conclusion that "education specialist positions are staffed by attorneys, a staffing practice that appears unnecessary. " This conclusion seems to rest on the idea that what attorney educators do can be done by non-attorney staff members at less cost. I believe this conclusion is wrong.

It is true that attorneys cost more. It is not true that they are "unnecessary" in the role of managing and planning education programs and publications. CJER's first and most critical job is the planning and administering programs for education of judges, and these programs must include careful quality control by a staff that includes lawyers. The judicial education curriculum is fundamentally about legal issues (the constitution, statutes, rules, case law, procedures, the Code of Judicial Ethics, and so on) from the point of view of a judge. Eliminating lawyers from

education staff at CJER to save money would leave the judge-lecturer without the back-up necessary to prepare and deliver reliable content.

Final note

There is no question that much can be done to improve the accountability and functioning of AOC as well as judicial education in California. Building trust among judges and the public by objective appropriate analysis and constructive change, although hard, painful and difficult, is always necessary, appropriate and doable. It will take work, understanding and patience (three essential qualities of being a judge). We need to remind ourselves of Coach John Wooden's advice: "Be quick, but don't hurry."

Sincerely yours,

David M. Rothman
Retired Judge of the Los Angeles Superior Court
CJER Faculty member B. E. Witkin California Judicial College (1981 to present), and
New Judge Orientation (1978 to present)
Author of the *California Judicial Conduct Handbook*

J. Letter from Victoria B. Henley to Dr. Diane Cowdrey

State of California
Commission on Judicial Performance
455 Golden Gate Avenue, Suite 14400
San Francisco, CA 94102-3660
(415) 557-1200
FAX (415) 557-1266
Web Site: http://cjp.ca.gov

September 14, 2011

Diane Cowdrey, Director
Education Division
Administrative Office of the Courts
455 Golden Gate Avenue, 6th Floor
San Francisco, California 94102

Dear Ms. Cowdrey:

This letter is at the request of the Commission on Judicial Performance to convey the members' concerns over an apparent increase in investigations involving new judges and the possible need for more intensive ethics education for new judges.

At the commission's last meeting, almost thirty percent of the matters considered by the commission in which there was a pending investigation or in which an investigation was opened involved judges with three or fewer years of experience on the bench. This seems disproportionately high for judges with that level of experience since the mean judicial experience for all California judges was 10.8 years as of 2009. The most common type of allegation was abuse of authority, followed by demeanor, bias and failure to ensure rights.

Approximately one year ago, the commission noticed a similar spike in the number of investigations involving new judges. I was authorized to contact David Rothman because of the potential significance of this information in planning New Judge Orientation.

The commission hopes that the proper training of new judges – including ethics training – will remain a priority for the Education Division/CJER.

Very truly yours,

Victoria B. Henley
Director-Chief Counsel

cc: Chief Justice Tani Cantil-Sakauye
Acting Director Ronald Overholt
Hon. David Rothman (Retired)

K. Additional Education Resources for New Judges Provided by CJER

Publications and Online Courses

In 1965, Government Code §§68551 and 68552 were enacted. Section 68551 authorized the Judicial Council to conduct institutes and seminars for the judiciary. Section 68552 authorized the Judicial Council to publish and distribute "manuals, guides, checklists, and other materials designed to assist the judiciary." With this statutory background and authorization, the California Center for Judicial Education and Research (CJER) was formed as a result of an agreement between the California Judges' Association (CJA) and the Judicial Council in 1973 to eliminate duplications of effort.

From the beginning, a significant part of CJER was producing publications for judicial officers that was based on the statutory authorization and the vision of CJER founders. The publishing effort took shape when CJER took responsibility for publishing the College Notebooks. These publications, originally written by judges who taught at the Judicial College, evolved through the years into the present offering of 62 different publications covering criminal, civil, small claims, domestic violence, probate and conservatorships, landlord-tenant, juvenile dependency and delinquency, traffic, and family law.

CJER has produced and now updates 56 publications ranging in size from benchguides of 120 pages or less to volumes of benchbooks between 600 and 900 pages (see list of CJER publications on pages 36–37).

This evolution did not happen in a vacuum. Throughout the process, CJER has had volunteer judges, either on the Benchguide Planning Committee, reviewing each individual publication, or more recently on the curriculum planning committees, providing judicial guidance and input. That judicial input provides a practical approach to the analytic text now written by CJER staff attorneys. Most of the publications include practical judicial tips suggested by reviewers through the years.

This evolution has continued as the publications became the basis of many of the online courses that have been developed specifically for self-study for judges and SJOs. Online courses are available in Juvenile Dependency and Delinquency, Criminal, Family Law, Small Claims, Traffic, and Landlord-Tenant. For the past eight years, CJER has produced and updated more than 20 online courses that provide education credits between 1 and 3.5 hours each. These courses, like the publications, are updated regularly and provide training on an as-needed basis.

The quality of the publications and online courses is demonstrated by the fact that the faculty for the new judge programs, including New Judge Orientation, the Judicial College, and the Primary Assignment Orientation courses, not only recommend CJER publications to the participants in the classes they teach, but use them as course reference materials as well, and refer to them repeatedly throughout the programs. Faculty for the Family Law

Orientation and the Juvenile Delinquency Orientation courses ask that participants in those courses review the videos and online courses in those areas before coming to class. And while new judges await the Orientation course offerings, they are encouraged to review the publications and online courses in their assignment areas.

Experienced judges and subordinate judicial officers also find the publications and online courses invaluable as both reference material as well as self-study material. They provide a quick resource that experienced judges use to research areas that are new to them or to make sure they are up to speed on new developments in an area with which they are already familiar.

Numerous published decisions refer to and recommend CJER publications to trial court judges, both as excellent resources and as tools to be used to avoid error. For example, the court recommended CJER publications to trial judges and referenced them as excellent legal resources in *Koehler v. Superior Court* (2010) 181 Cal. App. 4th 1153, 1158, citing CJER's Courtroom Control Benchguide, and in *Fasuyi v. Permatex, Inc.* (2008) 167 Cal. App. 4th 681, 691, citing CJER's Civil Benchbook, *California Judges Benchbooks: Civil Proceedings—Before Trial*.

In its decision in *In re I. G.* (1st Dist. 2005) 133 Cal. App. 4th 1246, 1254–1255, the court lauded the benefits of CJER's judicial education offerings (including publications), saying: "The sheer volume of cases demonstrating noncompliance with ICWA provides reason enough for supervising juvenile court judges throughout this state to take immediate steps to ensure that all judicial officers under their supervision avail themselves of these educational opportunities [offered by CJER]."

In its opinions in *People v. Hinton* (3rd Dist. 2004) 121 Cal. App. 4th 655, 661–662, and *People v. Norman* (3rd Dist. 2007) 157 Cal. App. 4th 460, 467, the court of appeal specifically cited CJER's publication *CJER Mandatory Criminal Jury Instructions Handbook* as tools to be used to avoid error. Even the California Supreme Court has chastened the lower court for not utilizing CJER's plethora of publications to avoid error. See *People v. Heard* (2003) 31 Cal. 4th 946, 966, which cited CJER's Death Penalty Benchguides on Pretrial and Guilt Phase, Penalty Phase and Posttrial, and Bench Handbook on Jury Management.

Serranus: New Judge Toolkit includes the following online tools and/or resources for new judges:

Welcome to the Judicial Branch

Introduction to the California Judicial Branch (video)

Ethics Guide for New Judges, Before You Take the Oath of Judicial Office
(By Judges for Judges Article, 2011)

An Ethics Guide for Judges & Their Families
(Adapted and reprinted with permission by American Judicature Society, 2003)

Procedural Fairness in California (May 2011)

Courtroom Control

Courtroom Control: Contempt and Sanctions (Benchguide 3)

Contempt (Ten-Minute Mentor)

Courtroom Control (online course)

How to Run a Busy Calendar (online course)

Ethics and Fairness

Fairness and Access (Bench Handbook)

Ethics Guide for New Judges, Before You Take the Oath of Judicial Office
(By Judges For Judges Article, 2011)

An Ethics Guide for Judges & Their Families
(Adapted and reprinted with permission by American Judicature Society, 2007)

Handling a Request for Disability Accommodation (Ten-Minute Mentor)

Procedural Fairness in California (May 2011)

Self-Represented Litigants

Handling Cases Involving Self-Represented Litigants (Bench Handbook)

Communicating With Self-Represented Litigants (online course)

Self-Represented Litigants: Special Challenges (online course)

See also Self-Represented Litigants in Ethics & Fairness Toolkit

Evidence and Hearings

Disqualification of Judge (Benchguide 2)

The Basics of Disqualification of Judges (Interactive Judicial Article Quiz)

Is It Hearsay? (online course)

Trial Evidence: Handling Common Objections (online course)

Working With Spoken Language Interpreters—The Basics (Ten-Minute Mentor)

Additionally, materials from New Judge Education programs are available in the toolkits.

CJER Publications for Judicial Officers include:

CJER Publications • Bench Handbook: The Child Victim Witness (2009) • Bench Handbook: Fairness and Access (2010) • Bench Handbook: The Indian Child Welfare Act (2013)	• Bench Handbook: Jury Management (2011) • Bench Handbook: Judges Guide to ADR (2008) • Bench Handbook: Managing Gang-Related Cases (2008)
• Disqualification of Judge (Benchguide 2) (rev. 4/10) • Courtroom Control: Contempt and Sanctions (Benchguide 3) (rev. 4/10) • Injunctions Prohibiting Civil Harassment and Workplace/Postsecondary School Violence (Benchguide 20) (rev. 3/12) • Landlord-Tenant Litigation: Unlawful Detainer (Benchguide 31) (rev. 1/13) • Small Claims Court (Benchguide 34) (rev. 1/13) • Misdemeanor Arraignment (Benchguide 52) (rev. 9/12) • Right to Counsel Issues (Benchguide 54) (rev. 10/12) • Bail and OR Release (Benchguide 55) (rev. 1/13) • Motions To Suppress and Related Motions: Checklists (Benchguide 58) (rev. 3/11) • Deferred Entry of Judgment/Diversion (Benchguide 62) (rev. 3/11) • Competence To Stand Trial (Benchguide 63) (rev. 2/10) • Sentencing Guidelines for Common Misdemeanors and Infractions (Benchguide 74) (rev. 1/13) • Misdemeanor Sentencing (Benchguide 75) (rev. 7/12) • DUI Proceedings (Benchguide 81) (rev. 2/13) • Traffic Court Proceedings (Benchguide 82) (rev.1/13) • Restitution (Benchguide 83) (rev. 2/13) • Probation Revocation (Benchguide 84) (rev. 8/11) • Felony Arraignment and Pleas (Benchguide 91) (r***e***v. 9/08) • Preliminary Hearings (Benchguide 92) (rev. 5/12) • Death Penalty Benchguide: Pretrial and Guilt Phase (Benchguide 98) (rev. 6/11) • Death Penalty Benchguide: Penalty Phase and Posttrial (Benchguide 99) (rev. 6/11)	• Juvenile Dependency Initial or Detention Hearing (Benchguide 100) (rev. 5/11) • Juvenile Dependency Jurisdiction Hearing (Benchguide 101) (rev. 5/11) • Juvenile Dependency Disposition Hearing (Benchguide 102) (rev. 6/11) • Juvenile Dependency Review Hearings (Benchguide 103) (rev. 8/11) • Juvenile Dependency Selection and Implementation Hearing (Benchguide 104) (rev. 6/11) • Juvenile Delinquency Initial or Detention Hearing (Benchguide 116) (rev. 2/11) • Juvenile Delinquency Fitness Hearing (Benchguide 117) (rev. 2/11) • Juvenile Delinquency Jurisdiction Hearing (Benchguide 118) (rev. 2/11) • Juvenile Delinquency Disposition Hearing (Benchguide 119) (rev. 2/11) • LPS Proceedings (Benchguide 120) (rev. 3/10) • Adoptions (Benchguide 130) (rev. 8/09) • Custody and Visitation (Benchguide 200) (rev. 10/12) • Child and Spousal Support (Benchguide 201) (rev. 10/12) • Property Characterization and Division (Benchguide 202) (rev. 5/10) • AB 1058 Child Support Proceedings: Establishing Support (Benchguide 203) (rev. 9/12) • AB 1058 Child Support Proceedings: Enforcing Support (Benchguide 204) (rev. 9/12) • Conservatorship: Appointment and Powers of Conservator (Benchguide 300) (rev. 5/10) • Conservatorship Proceedings (Benchguide 301) (3/10) • Probate Administration (Benchguide 302) (12/10)
	• On-Call Duty Binder (2013)

California Judges Benchbooks: Civil Proceedings Discovery, 2d ed 2012 & Update Before Trial, 2d ed 2008 & Update Trial, 2d ed 2010 & Update After Trial, 1998 & Update	❑ Small Claims Court and Consumer Law (2012 ed) ❑ California Judges Benchbook: Domestic Violence Cases in Criminal Court (2013 ed) ❑ California Judges Benchbook: Search and Seizure (2nd ed) & Update ❑ Mandatory Criminal Jury Instructions Handbook (2013 ed) ❑ 2013 Felony Sentencing Handbook

Online Courses

Civil

- ADA in State Court
- California Unlawful Detainer Proceedings
- Civil Trial Evidence
- Communicating With Self-Represented Litigants
- Courtroom Control
- How to Run a Busy Calendar
- Is It Hearsay?
- Jury Challenges
- Punitive Damages
- Relevance and Its Limits
- Self-Represented Litigants: Special Challenges
- Small Claims Court: Procedures and Practices
- Small Claims Court: Consumer and Substantive Laws
- Trial Evidence: Handling Common Objections
- Unlawful Detainer
- You Be The Judge—Hearsay and Its Exceptions

Family

- Calendar Management in Family Court
- Communicating With Self-Represented Litigants
- Custody and Visitation
- Custody & Visitation Primer for Judges and Other Bench Officers in California
  Determining Income
- Child and Spousal Support
- Characterizing Property
- Dividing Property
- How to Run a Busy Calendar
- ICWA Inquiry and Notice
- Self-Represented Litigants: Special Challenges

Judicial Ethics

- Communicating With Self-Represented Litigants
- Courtroom Control
- Judicial Ethics for Temporary Judges
- Real World Judicial Ethics I
- Real World Judicial Ethics II: War Stories
- Real World Judicial Ethics III: A Day in the Life
- Self-Represented Litigants: Special Challenges

Criminal

- Arraignments Primer
- Bail and Own-Recognizance Release Procedures Primer
- Common Pretrial Motions in a Criminal Calendar Primer
- Communicating With Self-Represented Litigants
- Courtroom Control
- Criminal Discovery Motions Primer
- How to Run a Busy Calendar
- Is It Hearsay?
- Jury Challenges
- Preliminary Hearing (Px) Primer
- Proposition 36
- Relevance and Its Limits
- Self-Represented Litigants: Special Challenges
- Traffic Cases
- Trial Evidence: Handling Common Objections
- You Be The Judge–Hearsay and Its Exceptions

Judicial Ethics

- Communicating With Self-Represented Litigants
- Courtroom Control
- Judicial Ethics for Temporary Judges
- Real World Judicial Ethics I
- Real World Judicial Ethics II: War Stories
- Real World Judicial Ethics III: A Day in the Life
- Self-Represented Litigants: Special Challenges

Domestic Violence

- Communicating With Self-Represented Litigants
- Domestic Violence Restraining Orders
- Restraining Orders Against Harassment, Abuse, or Violence
- Self-Represented Litigants: Special Challenges

L. CURRICULUM-BASED PLANNING FOR JUDICIAL BRANCH

In early 2000, members of the Governing Committee for the Center for Judicial Education and Research asked staff and members of its numerous Education Committees to design, develop, and implement curriculum-based planning for their respective target audiences. Curriculum-based planning is a process that ensures comprehensive, relevant education is available for individuals throughout their careers and/or assignments. Staff and members of the various Education Committees began a four-year initiative that resulted in curricula for judges and court personnel that include entry, experienced, and advanced levels of content.

In the development of the curriculum work, the processes used and the products envisioned were based on numerous goals, including:

- Providing relevant content to individuals at all levels of their careers.
- Ensuring consistency of content over time, from venue to venue, and from faculty member to faculty member.
- Providing guidance to faculty without inhibiting/stifling their creativity.
- Ensuring that the curriculum work can be used regardless of the course length and delivery mechanism.
- Making the content relevant to the reality of performance of the job.
- Ensuring that the curriculum work is flexible and can be used in a variety of situations by a variety of individuals.

The Three Phases of Curriculum Work

Phase I is a basic assessment of the work of individuals in a particular target audience. Developed by Education Committee members and CJER staff, the Phase I document includes:

- The tasks, skills and abilities, beliefs and values, and associated knowledge and information for the target audience.
- Reflects a grouping of data into areas of similarity for ease of reference and to provide a basic framework for educational content.
- Provides faculty with important basic information not stated in other documents.
- Should always be used in conjunction with Phase II information to develop Phase III.

Phase II is a series of educational designs based on the Phase I work. Developed by Education Committee members and CJER staff, Phase II designs:

- May collapse or expand the original groupings from the Phase I work.
- Are created for entry, experienced, and advanced level learners in the specific content area. [An experienced judge who is entering a criminal assignment would be at the entry level for the criminal curriculum work.]

- Serve as the basis for faculty to create a delivery plan or lesson plan. [The delivery or lesson plan will be influenced by the amount of time available and the delivery mechanism, but will always be based on the Phase II work.]
- Assume that faculty has expertise in the content area.
- Serve as a basic guide that can be expanded upon by faculty based on a variety of factors.
- Include learning objectives, associated content, teaching methods, and learner activities, etc.

Phase III is a series of delivery plans or lesson plans. These plans may differ in look and feel, depending on a variety of factors. The Phase III plans:

- Are the creations of individual faculty
- Reflect the individual expertise of faculty
- Reflect further detail regarding specific content areas
- Are also influenced by faculty review of the Phase I work, which deals with the reality of the work for the target audience
- Are the product of the time available and the delivery mechanism
- May be broader than the Phase I and II work, but should be based on them
- Use at least the first several learning objectives from the Phase II work
- May combine objectives and content from several Phase II designs, if appropriate, depending on a variety of factors

Use of Phase I and Phase II to Develop Phase III

Workgroup members identify:

- Target audience
- Content area/appropriate level of content (entry, experienced, advanced)
- Time available/delivery mechanism (hours or days/live, broadcast, online)
- Potential faculty member(s)

Faculty collaborate with Education Attorneys and Workgroup members to:

- State a goal for the course (what the faculty member hopes to accomplish; information that may be used to promote the course)
- Finalize learning objectives
- Select content based on learning objectives
- Outline the course (the order and timing for various segments)
- Select teaching methods for various components of the course (lecture, panel discussion or debate, demonstration)
- Determine/design teaching aids (PowerPoint, videos, case studies, etc.)
- Design handout materials
- Determine approaches to evaluate participant learning

M. Education Delivery Options

Face-to-Face Education—Courses are designed and delivered to encourage participants to interact with the content, and share experiences, expertise, challenges, concerns, and successes. This format is especially effective when interaction and immediate feedback are important.

Statewide: Opportunity to work with participants from across the state and learn from their varied experience. This delivery option is the most costly form of education per participant.

Regional: Focused on a tighter geographical area/content that can be covered in a 1-day format.

Local: Content delivered by courts internally in partnership with CJER.

Online Video—Video for content that can be developed in short segments designed for focused and/or "just-in-time" learning. **(24/7)**

Lecture Series—Discrete topics delivered in primarily lecture format by one or more subject matter experts that last 30 minutes to 1 hour.

10-Minute Mentor—This series consists of short topic videos presented by judicial officers who are experts in the areas they discuss.

Video Simulation Series—A series of short videos demonstrating techniques that participants can use to increase efficiency and effectiveness.

Broadcast—Scheduled courses developed for delivery through the statewide satellite broadcast system and focused on specific audiences.

Live Broadcast—Content selected may be either lecture-/information-based (short format) or skills-based (1–2 hour format).

Individual & Facilitated Locally—Courses are repurposed for online desktop viewing and/or viewed by a group in a face-to-face course facilitated locally from DVD.

Self-Paced Online—Education that is designed for online delivery. These courses represent a range of complexity and interactivity. Content is generally stable, with limited updating requirements. Additionally, online courses provide judicial branch audiences with a convenient reference for related statutes, rules, and forms. **(24/7)**

Publications—Benchguides, Bench Handbooks, Benchbooks, and Job Aids are resources written and updated by staff with review by Workgroups. These are available in hard and/or soft copy online. **(24/7)**

Videoconference Training—Videoconferencing is linking two or more locations (up to 8) by two-way video, allowing participants to communicate with each other and faculty during the course. Best designed for small numbers in multiple locations and short formats (1–2 hours). Currently only available at the Appellate Courts and the AOC Regional Offices.

Webinars—Short for Web-based seminar. These are courses transmitted over the Internet, consisting of a shared group environment online that includes live audio and video communication with an audience that is in a remote location from the faculty. Webinars may include video, PPT, chat capability with faculty, faculty feedback, and polling for audience participation (*i.e.*, WebEx).

Each of these delivery options can be part of a blended learning plan. For example, a face-to-face course might require participants to complete an online course before attending the course, or a Webinar might follow a studio video as a way to expand the learning.

EXCERPT FROM
ASSIGNED JUDGES PROGRAM
SUMMARY OF ASSIGNMENT POLICIES AND PROTOCOLS
(Revised July 2012)

I. Assignment Distribution Policy

General Policy Statement for Fiscal Year 2012–13
Staff will provide an initial estimate of the number of days of judicial assignment that will be made available to each individual court by the Chief Justice early in the fiscal year. The estimate will be based on the actual FY 12-13 budget for the Assigned Judges Program and on a distribution formula that accounts for each court's profile and is weighted most heavily to the judicial need in each court. The estimate is a tool for planning purposes and does not represent a fixed allocation. Adjustments to individual courts will be made as necessary over the course of the fiscal year based on the available budget and each court's individual needs.

The distribution estimate includes assigned judge coverage for all of the following:

- **Criminal, civil, juvenile, family or probate OVERLOAD (for eligible courts);**
- **DISQUALIFICATION MATTERS: For cause challenges and self-recusal matters under CCP 170.1 and 170.3, CCP 170.3 (c)(5) answer to motion to disqualify, 170.6 peremptory challenge, 170.8 no judge available**
- **VACATION;**
- **APPELLATE BACKFILL;**
- **MEDICAL and MILITARY LEAVE;**
- **JUDICIAL COUNCIL, COMMITTEE, EDUCATIONAL BACKFILL,**[1] **APPELLATE REMAND, CJP SPECIAL MASTERS COVERAGE; and**
- **APPELLATE LABOR CASE**

(Please note: Medical; military; council and committee coverage; educational, both faculty and student coverage if attending an approved educational provider; appellate remand; and CJP special master coverage are all considered under the category of TRIAL COURT BACKFILL.)

The following categories will be separately tracked by line-item:

- **VACANCY**[2]
- **SJO VACANCY**

[1] This includes assignment coverage for those judges acting as faculty for a CJER event and those judges who are attending an event sponsored by an approved provider.
[2] This currently includes a full-month of coverage and includes coverage for newly appointed judges attending the Judicial College, new Primary Case Assignment and New Judge Orientation.

June 18, 2013

Honorable Tani Cantil-Sakauye
Chief Justice
Supreme Court of California
350 McAllister Street
San Francisco, CA 94102

Re: AOC PLA Decision – San Diego Courthouse Construction

Dear Chief Justice Cantil-Sakauye:

On behalf of the Western Electrical Contractors Association (WECA), Air Conditioning Trade Association (ACTA) and Plumbing-Heating-Cooling Contractors Association of California (CA PHCC) I write in opposition to what appears to be a **staff decision** to order Rudolph & Sletten Inc. to enter into a PLA with the State Building and Construction Trades Council, for construction work associated with the new San Diego Central Courthouse project.

It is unclear to what degree the members of the AOC and Facilities Working Group were informed of and participated in this decision. The few documents that we have obtained about the decision suggest that political pressure was applied and because the project was well along in its final planning stages, AOC staff pressured Rudolp & Sletten to quickly agree to the PLA with scant information provided to you and the other members of the AOC.

If our understanding is correct then we strongly urge you to reject this exclusionary and potentially costly PLA and allow this project to be built with fair and open competition. Furthermore, we urge you to direct the AOC staff from pursuing similar "backroom deals" with special interests.

We understand that this issue may to be discussed at your June Judicial Committee meeting and it is here that we ask you to allow all aspects of a PLA to be fully discussed.

According the most recent workforce participation survey conducted by the Department of Labor's Bureau of Labor Statistics (BLS) the 85% of the California construction workforce has agreed with their employer to work in a collaborative manner – without a collective bargaining agreement and a union intermediary. In San Diego the unionization rate is even lower. A PLA will keep some of the largest subcontractors in America, who are based in San Diego, from bidding on this project at all thus guaranteeing a higher cost to you.

Pacific Advocacy Group
419 Nasca Way
Sacramento California 95831
916 538 2360

In the correspondence between AOC staff and the Building Trades the model PLA that will be used is the one used on the new Courthouse in Long Beach. This PLA requires any subcontractor signing it to do the following:

- All workers must be hired through a union hiring hall thus forcing a non-union contractor to lose control of their workforce. A non-union contractor will only be allowed to use 5 of his/her own workers (core employees) with the rest coming from the union.
- All workers must pay union dues and/or fees to work on the project even though they are not union members. This could run into the thousands of dollars for a worker depending on the trade, money that worker would otherwise be able to use for food, car payments, educational expenses, etc.
- All contractors would be forced to pay into union health, welfare, and pension plans despite already having benefit packages set up for their workers. This requires the contractor to either pay dual benefits which puts them at a competitive disadvantage in the bid process, or dis-enroll their workers from their existing benefits programs and re-enroll in a union program. What possibly public benefit is there from forcing a covered employee to change his/her health plan for the duration of a construction job just to satisfy a special interest group? And while the covered worker will qualify for health benefits after a short period, the pension payments made too the union plan is essentially wasted because the worker will never become vested in the union plan.
- All apprentices must come from union apprenticeship programs despite the existence of many state and federally approved unilateral programs in the San Diego Region.

It is for these reasons and others that many contractors simply will not bid a project covered by a PLA, which is the un-stated reason the SBCTC wants them placed on projects in the first place. Without the competitive bid pressure that these companies would otherwise provide to this project's bid process, costs can escalate significantly.

We believe this “back room” agreement has not been properly vetted or discussed. The AOC staff's rationale explaining the need for this agreement is lacking at best. Therefore we recommend the following:

- Allow all sides to present their perspective on PLAs.
- Allow for ample public participation from Judicial and Facility Working Group Committee members.
- Make an informed decision on this controversial agreement.

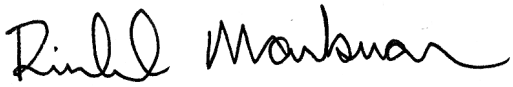
- At the very least this project could be bid with and without a PLA so that you may see for yourself just what a PLA does to costs.

Hundreds of millions of taxpayer dollars are being committed to this project in a city that just last June voted 58% to 42% to ban PLAs on city funded projects.

This is not, in our opinion, a decision that should be made in haste by staff and forced upon a construction community at the last minute. While the objective of the AOC is to have the new courthouse completed on-time and on-budget, we are very concerned that the process has been skewed for political purposes and ultimately ill-serves the AOC, the public, the taxpayers of California and ultimately, judicial integrity.

Thank you for your consideration.

Sincerely



Richard Markuson

Associated Builders and Contractors of California

June 18, 2013

Steve Jahr, Administrative Director of the Courts
554 Golden Gate Avenue
San Francisco, CA 94102-3688

Dear Director Jahr:

Associated Builders and Contractors (ABC) is a national trade association representing 22,000 members from more than 19,000 construction and industry-related firms. Founded on the merit shop philosophy, ABC helps members win work and deliver that work safely, ethically and profitably for the betterment of the communities in which they work.

ABC California, comprised of five local ABC California chapters as part of 72 ABC chapters nationwide, encourages government officials to procure public works through fair and open competition by ensuring a level playing field for all qualified contractors and their skilled employees, regardless of union affiliation. Experience demonstrates this approach helps government agencies provide taxpayers with the best possible construction product at the best possible price. ABC California's craft and apprentice training programs are recognized by the California Department of Industrial Relations and cover a wide variety of skilled trades including: electrical, plumbing, sheet metal, HVAC, painters, laborers, carpenters, heavy equipment operators, mobile crane and welding.

Associated Builders and Contractors California is troubled by the Project Labor Agreement (PLA) you have encouraged the contractor to enter into with the State Building and Construction Trades Council for the construction of the $586M Central Courthouse Construction in San Diego. Project Labor Agreements (PLAs) discriminate against 84% of California workers that are nonunion. Additionally, PLA's can add up to 18% onto project construction costs for the taxpayer. On the $586 Million Dollar San Diego Courthouse construction project, costs could be increased by $105 Million.

The increased costs due to the PLA come at a time when the Court Facilities Working Group recently announced changes to the project due to funding and budget constraints. The new courthouse project for downtown San Diego will proceed without simultaneous construction of a tunnel connecting it to the Central Jail. Specifications for the tunnel would have driven up the tunnel cost to an estimated $25 million, and the working group decided it was too costly. "Given our current program funding limits, we appreciate the court's willingness to scale back this project's costs," said Justice Jeffrey Johnson, chair of the working group's cost-reduction subcommittee and Associate Justice of the Court of Appeal, Second Appellate District, in Los Angeles.
ABC is opposed to PLAs because these agreements restrict competition, increase costs for the taxpayer, discriminate against non-union employees and place merit shop contractors at a significant competitive

disadvantage. PLAs are anti-competitive agreements that stop open and fair bidding on taxpayer-funded projects.

ABC California believes in increasing opportunities for all workers regardless of their affiliation. A PLA on the San Diego Central Courthouse will limit California workers eligible to work on the courthouse, including the nearly 1,000 apprentices currently enrolled in ABC's apprenticeship training programs.

Before any decision is made to move forward with the use of a Project Labor Agreement on the San Diego Central Courthouse Construction or on any future courthouse construction in the state, ABC California respectfully asks that your PLA educational session during the June AOC Council meeting include PLA proponents and opponents on the agenda for an open discussion.

ABC California would also like to meet with you immediately to ask for a Fair and Open Competition policy to ensure the following:

The Administrative Office of the Courts shall not, in any contract for the construction or maintenance of California Court Construction, require that a contractor, subcontractor, material supplier, or carrier engaged in the construction or maintenance of the project, execute or otherwise become party to any project labor agreement, collective bargaining agreement, community benefit agreement, pre-hire agreement, or other agreement with employees, their representatives, or any labor organization as a condition of bidding, negotiating, being awarded, or performing work.

Thank you for your prompt consideration of this request. Please contact Nicole Goehring at nicole@abcnorcal.org or 209-482-1697 with any questions.

Sincerely,

Jodi Nagel

Jodi Nagel
Chairwoman ABC of California

CC: Chief Justice Tani G. Cantil-Sakauye, Judicial Council
Justice Brad Hill, Chair of the Court Facilities Working Group
Jody Patel, Chief of Staff
Curt Soderlund, Chief Administrative Officer
Curt Child, Chief Operating Officer

Associated Builders and Contractors of California
P.O. Box 80718 Bakersfield, CA 93380-0718
www.abc-cal.org

From:	CFEC
To:	Judicial Council
Subject:	Why Are You Inflating the Costs of the San Diego Central Courthouse Project?
Date:	Wednesday, June 19, 2013 3:45:48 PM
Attachments:	SD Central Courthouse PLA Documents.pdf

Judicial Council Member:

My name is Eric Christen and I am the Executive Director of the Coalition for Fair Employment in Construction (CFEC). CFEC was created 13 years ago to protect open competition in the California construction market by opposing what are known as Project Labor Agreements (PLAs). PLAs are nothing but backroom deals cut with Big Labor special interests that seek to exclude the 85% of the construction market that is union-free. What does such an agreement have to do with you?

As you can see from the attached documents, the State Building and Construction Trades Council has convinced the staff for the Administrative Office of the Courts to negotiate a costly PLA exclusively with them for construction of your new $500+ million San Diego courthouse. Contractors were excluded from the negotiations, even though they will have to sign the agreement as a condition of working on the project. I am writing you this letter to inform you what a costly decision this is for the AOC and the taxpayers of California.

We assume this deal was not made because the unions overwhelmed the AOC with the sheer intellectual power of its arguments as to why the courts must require their contractors to sign a PLA (resulting in increasing the cost by at least 13-15%). We also doubt it was based on the fact that more than a dozen prominent non-union contractors in San Diego had planned to participate in bidding as subcontractors (including two of the largest electrical contractors in America) who had been asked to bid by the firm you have chosen to be the general contractor on the project (Rudolph & Sletten)-and who will now *not* be bidding the project. And we find it hard to believe a PLA was picked for this project in a town that has voted overwhelmingly to ban them.

We don't know the details because this scheme was arranged behind closed doors. We had to submit a request for public records and wait a few weeks to get the documents proving true the rumors that a PLA was in the works.

We still don't have a copy of the PLA – apparently the terms and conditions that unions obtained to get a monopoly on this publicly-funded project is a big secret. Is this how public agencies are supposed to operate?

Based on what AOC's Steven Jahr told the San Diego UT newspaper we know it is based on the Long Beach courthouse PLA, which means it will be a standard PLA. What does this mean? It requires contractors to get some or all of their trade workers through the union hiring hall dispatching system, thus as a practical matter showing favoritism to contractors already bound to labor agreements with unions, over non-union contractors with a permanent independent employee workforce on their payrolls. It requires contractors to make fringe benefit payments to union-affiliated trust funds, thus as a practical matter showing favoritism to contractors already bound to agreements with union-affiliated benefit trusts, over non-union contractors with their own company benefit programs. And it will explicitly exclude non-union apprentices who happen to be in state and federally approved programs. Are you

aware of any of these outrageous requirements?

It appears you were. The AOC Judicial Council was informed, based on previous committee meeting minutes, of what was going on, but didn't bother to put discussion of the PLA on the last meeting agenda. We suspect the Judicial Council didn't want the public to know what was happening, perhaps because everyone knows a PLA will cut bid competition and increase costs on a project that has already suffered significant budget cuts.

Another factor may have provoked some unease about public exposure: voters in San Diego County have repeatedly approved ballot measures that prohibit local governments from requiring contractors to sign Project Labor Agreements. As you can see from the enclosed news article, San Diegans most recently voted to ban PLAs in June of last year by a margin of 58% to 42%. And what does the citizenry of San Diego get from the AOC? A PLA thrown back in their faces. Remarkable.

Thanks to our public records act request and the information we attained through it we have exposed the issue to the media. In the enclosed news article that ran in the UT Mr. Jahr gives what are at best incoherent and at worse deceitful rationales as to why the PLA was needed. Enclosed is my deconstruction of each as well.

Going forward.

We would like to seek a meeting with the Judicial Council to explain precisely what a PLA is, why it is harmful to workers, and how it will inflate costs on this project and future projects, we assume, that the AOC will now be targeting for a PLA. We will be emailing, mailing, and calling each member of the Judicial and Facilities Committees to press our case and save you from your staff.

In the meantime, we will persist in informing the legislature, the news media, and the public, using all means available, about how their judicial system mismanages activities funded by the public. As we have amply demonstrated in the past we are not only capable of this but we are quite effective at it.

A Project Labor Agreement is contrary to the idea that governments should seek policies that provide for the best quality construction at the best price. We ask that common sense prevails and that this Project Labor Agreement be abandoned.

We look forward to your response.

Sincerely,

Eric Christen
Executive Director
Coalition for Fair Employment in Construction
(858) 431-6337
ericdchristen@gmail.com
www.opencompca.com

Point-by-Point Deconstruction of Steven Jahr's Email to the AOC Judicial Committee Members Regarding the Necessity of a Project Labor Agreement for the Central Courthouse Project in San Diego

Members of the Judicial Council:

On May 8, 2013, a mere 41 days ago, at 11:54am, you received an email from Steven Jahr regarding the Central Courthouse project for San Diego. The email was apparently intended to inform you, after the fact, that a highly controversial "agreement" had been reached between the selected contractor for this project (Rudolph & Sletten, Inc.) and the State Building and Construction Trades Council of California (trade unions). This "agreement" is what is referred to as a Project Labor Agreement or "PLA".

PLAs are the most radical, contentious, and divisive issue facing the California construction industry, as I explained in my cover letter to you. The intent of this document is to offer you a point-by-point refutation and deconstruction of the email Mr. Jahr sent you.

His email is vague, after-the-fact, and insulting. It is insulting in that it is so misleading and incomplete that it can only be assumed that the sole intent of the letter was to provide you with the most minimal amount of information possible so that zero to little discussion would take place on something that is so controversial, and something that will dramatically impact the cost of this project. In this regard, and thanks to our discovery of this and other documents through a Public Records Act request, he has not succeeded.

To the email from Mr. Jahr (enclosed) with my response in red to each point he made:

> *Members of the Judicial Council*
>
> *I want to make you aware of a pending announcement by the State Building and Construction Trades Council of California regarding a Project Labor Agreement (PLA) with our selected contractor (Rudolph and Sletten, Inc.) for construction of the new Central Courthouse project for San Diego, the state's largest courthouse construction project.* On a project of this magnitude this is the first time you are hearing about this radical departure from the way you normally build courthouses. It appears the only reason you are hearing about it at all is because the unions were about to send out some announcement bragging about their monopoly agreement.
>
> *The Trades Council has expressed continued interest to the AOC about entering into such an agreement on this project.* I would imagine they have expressed interest. They are quite interested in eliminating their non-union competitors and gaining exclusive bargaining rights over this half a billion dollar project. If I "expressed interest" in saving you money by removing the threat of union strikes by creating an agreement that made it all but impossible for unions to work on this project, would staff give me the time of day?
>
> *Following negotiations regarding potential terms and conditions of a PLA between Rudolph and Sletten and the Trades Council, (with input from the AOC), we concluded that this approach was beneficial.* Who "negotiated" this? What was the empirical data that was used that allowed staff to conclude that the most radical and divisive issue facing the construction industry today was worth undertaking?
>
> *I requested that the contractor enter into a PLA with the Trades Council to ensure*

certainty and timeliness as well as reduce variables in a construction project of this magnitude. In logic this is what is referred to as the Fallacy of Presumption. What other projects of yours have had "certainty" and "timeliness" issues? What other projects with similar size and scope (of which there have been many in San Diego alone) have had these issues? What does "reduce variables in a construction project" even mean? Again, where is the well laid out rationale that explains why such a radical way of doing business is being undertaken?

This will be the first state courthouse project on which a PLA is signed. This is simply not true and is actually contradicted later in the email to you.

I should emphasize that we are considering this PLA to be a pilot effort that the Court Facilities Working Group and AOC will continuously evaluate for costs and benefits going forward, about which I will keep the Judicial Council apprised. Again, what were the criteria that were laid out that showed this radical new way of doing business was even needed? Exactly what problems was this solution looking to solve?

As you know, the new 71-courtroom facility is badly needed because of serious seismic and security issues and other significant functional problems. At $586 million for the total project (of which $544 million is construction), any delay can be costly. Again we have this "delay" straw man argument being raised. What "delay" is he referring to? What other similar projects have been "delayed"? Did the unions threaten to delay this project? How so? If in fact it was implied that delays could occur were the unions thus enabled by having a PLA given to them?

The Court Facilities Working Group and the AOC have worked with all parties, including the Legislature, the Department of Finance, County, and City to keep the project moving forward. To that end, the PLA is being put in place to ensure that this momentum continues by preventing potential expensive delays and related costs. Again we have this threat of "delays" and now "related costs" thrown out there with no context provided. What is staff precisely referring to? A $400 million federal court was just completed blocks away from where this project will be built. There were no "delays" and no "cost increases". A $1 billion airport expansion is underway currently a mile away form this project and there have been no "delays" or "cost increases" on that project. In fact within a one mile radius of downtown San Diego there is $3 billion in major construction projects underway and not one has a PLA on it. What is staff talking about?

We realize there are some who criticize PLAs. Perhaps the understatement of the year if not the decade. Who criticizes PLAs? Why would anyone criticize something that "reduces delays and costs"? What are the main reasons these groups oppose PLAs? Were committee members aware that the critics of these "agreements" include the citizens of San Diego who find them so offensive that just 12 months ago they banned their use on city-funded projects by a margin of 58%-42% by approving Proposition A? This lopsided outcome occurred despite unions spending $2 million trying to convince voters that PLAs would "reduce costs" and prevent "delays." Has staff informed you that in San Diego County alone "critics" of PLAs have passed 5 PLA bans? Who are these "critics"? What are their arguments against PLAs, arguments that every time they are put before voters are approved overwhelmingly?

We have examined those criticisms and believe for this project there is an overall benefit.

Again, what are the criticisms? What, specifically, did you use to conclude that those "criticisms" were invalid and that a PLA was justified?

We have been advised that a number of collective bargaining agreements for involved trades will come up for renewal within the construction window for this job. The terms of the PLA ensure that the construction process will be uninterrupted by those renewal anniversaries. Ah, so now we get to the gist of the argument for a PLA! Big labor special interests approach AOC staff and ask them if they want to buy some insurance. AOC staff says, well, we haven't needed it in the past so why would we need it now? Big labor lets them know that all kinds of terrible things could happen (however false the threat is) if this generous offer they are making is not rewarded.

The agreement precludes strikes and would prevent delays caused by shortages of qualified workers in the relevant trades. First, threatening to hold up a project unless demands are met is extortion. Second, PLAs prevent no such thing. Strikes have occurred on numerous PLA projects. Third, if PLAs did prevent strikes and work stoppages why would approximately 20% of every PLA be dedicated to dealing with these instances when and if they do occur? Collective bargaining agreements come up for renewal all the time and 99% of all construction projects in California continue on with no PLA.

It will also streamline management of the project. We believe the PLA will be cost-effective. Again, what are these assumptions based on? What facts? What empirical data? More than $500 million is being put at risk here using a delivery system that multiple studies and anecdotal evidence have shown will add at least 13-15% to your costs, yet this vaguely worded email is the only rationale you have been given as to why this PLA is a good idea?

It will apply to most, but not all, of the bid packages—those smaller than $125,000 at all bid tiers will be exempt. Why? Why would such a good idea not be good enough for the entire project? Is staff implying here that with a hiring *goal* of 30% local, small, minority, and emerging construction businesses a PLA would make that harder? Why? Is it because, according to the Bureau of Labor Statistics, the San Diego construction market, like the California and U.S. market as a whole, is 85% non-union? If that is the case and that is why a PLA is not going to be applying to bids under $125,000, why would they apply a PLA to any portion of the project knowing that they will preclude non-union firms from bidding?

Additionally, the PLA provides that the project has a built-in local participation goal of 30 percent for San Diego trades. Notice how this is a *goal*. There is no penalty associated with not meeting the goal. Secondly, the number itself (30%) is absurd. A project like this in a region that is relatively geographically isolated and self contained would normally be made up of at least 70% local hires (San Diego County residents). It appears unions are already building in low expectations knowing that a PLA will all but force workers to be shipped in from other parts of the state and country.

(The Long Beach project, through Long Beach Judicial Partners, LLC, also is operating under a PLA. As mentioned above, staff has just contradicted itself. Earlier in this email they told you there were no other PLAs. What else have they missed in their rush to reward Big Labor's extortion?

Examples of other projects with PLA in San Diego include Petco Field and the San Diego Convention Center.) Petco Park had a PLA placed on it 13 years ago because unions threatened to delay the project on environmental grounds by filing hundreds of pages of documents if the owner did not "agree" to a PLA. The San Diego Convention Center PLA is now in court and will likely be thrown out due to it violating the aforementioned Prop. A. Are these really the two best examples that staff has for you? If so here are just of few of the current projects underway in San Diego that did not require a PLA:

- $1.5 billion+ San Diego Community College District's Prop S & N construction bonds
- $1 billion San Diego International Airport Lindberg Field renovation
- $1 billion Palomar Medical Center
- $450 million Replacement Hospital project at Camp Pendleton
- $368 million San Diego Federal Courthouse
- $220 million Proton Cancer Treatment Center
- $190 million San Diego Downtown Library

Packages for subcontractor prequalification are now being disseminated by the contractor. Indeed they are and there is no mention of a PLA. So bidders are being asked to consider bidding for a project that they have no idea a PLA will be placed on. We have already identified 12 bidders who would bid this project without a PLA but who would not bid it with a PLA. Two of these subcontractors are two of the largest electrical subcontractors in the world. They are both based in San Diego with a local workforce who could man this project. They also happen to both be non-union. It is these two companies this PLA is targeted towards.

The AOC along with the contractor are taking steps to do outreach to local, small, emerging, and minority businesses, as well as the Disabled Veterans Business Enterprise Program to encourage them to bid on portions of the project. Did staff conduct a survey or ask these businesses what they thought of a PLA or how it would impact their ability to bid this project? If not, why not?

The project is scheduled for a fall bond sale with a construction start date by the end of December 2013.

There will be a further briefing on the PLA approach at an educational session during the June council meeting. The first time you will hold any kind of discussion on this radical new way of doing business will be *after* the "agreement" with Big Labor has already been reached. Really? Who operates like this? $500+ million in taxpayer money is at stake and this is what your paid staff has given you? It is breathtaking. It will be fought.

Steve

From: Jahr, Steven
Sent: Wednesday, May 08, 2013 11:54 AM
To: AOC JC Members Only
Cc: Bocchicchio, Michael; Byrd, Donald; Capozzi, Anthony; Castellanos, Stephan; Chang, Steven; Cooper, Hon. Candace D.; Davis, Keith D.; Feng, Hon. Samuel; Foiles, Robert D.; Fowler-Bradley, Melissa; Highberger, William; Hill, Brad; Hirschfeld, Burt; Ignacio, Donna; Jacobs-May, Hon. Jamie A.; Johnson, Jeffrey W.; Lucas, Hon. Patricia M.; Magnusson, Chris; Masunaga, Laura; Miessner, Leslie; Nash, Stephen H.; Olivas, Noema; Orozco, Hon. Gary R.; Power, David; Quinn, Kelly; Robinson, Akilah; Romero-Soles, Linda; Ruano, Teresa; Spikes, Larry; Stinson, Kevin; Toppenberg, Val; Trentacosta, Robert J.; Warwick, Thomas; Willoughby, Lee
Subject: San Diego Central Courthouse Project

Members of the Judicial Council:

I want to make you aware of a pending announcement by the State Building and Construction Trades Council of California regarding a Project Labor Agreement (PLA) with our selected contractor (Rudolph and Sletten, Inc.) for construction of the new Central Courthouse project for San Diego, the state's largest courthouse construction project. The Trades Council has expressed continued interest to the AOC about entering into such an agreement on this project. Following negotiations regarding potential terms and conditions of a PLA between Rudolph and Sletten and the Trades Council, (with input from the AOC), we concluded that this approach was beneficial. I requested that the contractor enter into a PLA with the Trades Council to ensure certainty and timeliness as well as reduce variables in a construction project of this magnitude. This will be the first state courthouse project on which a PLA is signed. I should emphasize that we are considering this PLA to be a pilot effort that the Court Facilities Working Group and AOC will continuously evaluate for costs and benefits going forward, about which I will keep the Judicial Council apprised.

As you know, the new 71-courtroom facility is badly needed because of serious seismic and security issues and other significant functional problems. At $586 million for the total project (of which $544 million is construction), any delay can be costly. The Court Facilities Working Group and the AOC have worked with all parties, including the Legislature, the Department of Finance, County, and City to keep the project moving forward. To that end, the PLA is being put in place to ensure that this momentum continues by preventing potential expensive delays and related costs.

We realize there are some who criticize PLAs. We have examined those criticisms and believe for this project there is an overall benefit. We have been advised that a number of collective bargaining agreements for involved trades will come up for renewal within the construction window for this job. The terms of the PLA ensure that the construction process will be uninterrupted by those renewal anniversaries. The agreement precludes strikes and would prevent delays caused by shortages of qualified workers in the relevant trades. It will also streamline management of the project. We believe the PLA will be cost-effective. It will apply to most, but not all, of the bid packages—those smaller than $125,000 at all bid tiers will be exempt. Additionally, the PLA provides that the project has a built-in local participation goal of 30 percent for San Diego trades. (The Long Beach project, through Long Beach Judicial Partners, LLC, also is operating under a PLA. Examples of other projects with PLA in San Diego include Petco Field and the San Diego Convention Center.)

Packages for subcontractor prequalification are now being disseminated by the contractor. The AOC along with the contractor are taking steps to do outreach to local, small, emerging, and minority businesses, as well as the Disabled Veterans Business Enterprise Program to encourage them to bid on portions of the project. The project is scheduled for a fall bond sale with a construction start date by the end of December 2013.

There will be a further briefing on the PLA approach at an educational session during the June council meeting.

Steve

Judicial Council of California
ADMINISTRATIVE OFFICE OF THE COURTS
JUDICIAL AND COURT OPERATIONS SERVICES DIVISION
455 Golden Gate Avenue • San Francisco, California 94102-3688
Telephone 415-865-4200 • Fax 415-865-4205 • TDD 415-865-4272

MEMORANDUM

Date
March 22, 2013

To
Curt Child
Chief Operating Officer

From
Ray Polidoro, Manager
Judicial Branch Capital Program Office

Subject
New San Diego Central Courthouse
RE: Project Labor Agreement

Action Requested
Review with Justice Hill

Deadline:
March 22, 2013

Contact
[redacted]

cc: Lee Willoughby, Director
Kelly Quinn, Assistant Director
Gisele Corrie, Finance Manager
Clifford Ham, Principal Architect
Jim Peterson, Associate PM

The State Building and Construction Trades Council has asked the Administrative Office of the Courts to consider using a Project Labor Agreement (PLA) on the construction for the New San Diego Central Courthouse Project (the Project). The working drawing phase of the Project is currently 90% completed and bidding is scheduled to begin upon budget authorization for fiscal year 2013/2014. The JBCP is requesting that Justice Hill, as chair of the Court Facilities Working Group, review the use of a PLA on the Project. The following provides a definition and some background on PLAs:

A Project Labor Agreement (PLA), is a pre-hire collective bargaining agreement with one or more labor organizations that establishes the terms and conditions of employment for a specific construction project. PLAs are used on both public and private projects, and their specific provisions may be tailored by the signatory parties to meet the needs of a particular project.

There is variation among the provisions in PLAs, but generally they contain two key components. The first involves how labor disputes will be handled. Contractors who are party to PLAs agree not to lock out workers from worksites. In turn, the construction trade unions agree to not strike or disrupt the

construction. Both parties consent to a process where disputes are resolved without labor disruptions, usually under some form of accelerated arbitration.

The second core component found with PLAs involves who will be hired and the conditions of their employment. Signatories to these agreements recognize labor unions as the exclusive bargaining representative for all project workers. Most PLAs require workers on the project to pay union dues, regardless of their membership status, and that contractors make payments on behalf of all their workers to union-affiliated fringe benefit trust funds during the course of the project.

In the debate over the use of PLAs, one of the most prominent areas of disagreement is whether these agreements affect construction costs. Proponents argue that PLAs save public dollars because contractors with highly skilled workers are more likely to participate in construction projects, resulting in higher worker productivity and fewer change orders. Proponents also contend that special provisions in PLAs enhance job site cooperation and ensure quick and effective resolution of labor disputes that would otherwise result in delays that could either increase costs or create disruptions.

Opponents argue that PLAs increase costs. They claim that the requirements imposed by PLAs discourage nonunion contractors from bidding on projects and subcontractors from participating. This reduced competition could result in overall higher bids. Opponents also claim that the work condition rules required in PLAs increase labor costs and that these are passed onto the projects owner.

The New Long Beach Courthouse employed a PLA between Clark Construction and the Los Angeles/Orange Counties Building and Construction Trades Council. Also, the upcoming San Diego Convention Center is utilizing a PLA for the construction of their $500 million expansion project.

Rudolph and Sletten, the CM@Risk for the Project, has done several PLAs and as a result can leverage their knowledge and relationships in structuring favorable terms for a PLA to contain costs.

Judicial Council of California
ADMINISTRATIVE OFFICE OF THE COURTS
JUDICIAL AND COURT OPERATIONS SERVICES DIVISION
455 Golden Gate Avenue • San Francisco, California 94102-3688
Telephone 415-865-4200 • Fax 415-865-4205 • TDD 415-865-4272

TANI G. CANTIL-SAKAUYE
Chief Justice of California
Chair of the Judicial Council

STEVEN JAHR
Administrative Director of the Courts

CURTIS L. CHILD
Chief Operating Officer

April 4, 2013

Mr. Dan Dolinar
Executive Vice President, Chief of Operations
Rudolph and Sletten
1600 Seaport Boulevard, Suite 350
Redwood City, California 94063-5575

Dear Mr. Dolinar:

This letter follows up on recent discussions regarding the incorporation of a Project Labor Agreement (PLA) into the Administrative Office of the Courts (AOC) contract with Rudolph & Sletten (R&S) on the San Diego New Central Courthouse Project (San Diego Project). We request R&S review this letter and take all necessary action to implement the steps indicated herein.

Given the short time frame, the following tasks must move forward simultaneously.

1. **Negotiations with the Trades Council**

   a. The Court Facilities Working Group Executive Committee provided direction to AOC staff to amend the R&S agreement to require R&S to negotiate a PLA specific to the San Diego Project and to be signatory to the agreement with the trades.

   b. R&S and AOC will jointly participate in the negotiations with the State Building and Construction Trades Council of California (Trades Council).

c. Representatives of the Trades Council will participate in the negotiations. Other unions may also participate in the negotiations.

d. Although the AOC is sensitive to the Trades Council's expectations, the AOC and R&S will negotiate favorable PLA terms to minimize the potential for any construction cost increase.

e. The negotiations and execution of a PLA by Rudolph & Sletten and the trades must not delay bidding on the San Diego Project. If an agreement between the parties is not reached by April 30, 2013, a PLA will not be required on this project.

2. Model PLA

a. The AOC would like to use the PLA associated with the AOC/P3 Courthouse project in Long Beach (Long Beach PLA) as the model for the negotiations for the San Diego Project PLA.

3. Amending the AOC / R&S Contract

a. If the PLA negotiations are successful, only R&S and the trades will be party to the PLA. For the PLA to become effective, though, all of R&S's trade contractors over a minimum contract amount will be required to execute a letter of assent, agreeing to be bound by the PLA.

b. The AOC will prepare necessary revisions to the current AOC / R&S Agreement to incorporate the PLA.

c. Incorporating a PLA into the AOC / R&S Contract, will not increase the Guaranteed Maximum Price (GMAX) for the San Diego Project.

d. It is preferable to have a joint administrative committee to monitor the PLA. However, if negotiations of the PLA require a project labor coordinator, R&S shall be responsible to hire and pay for a person or entity to be a PLA coordinator, the expense of which shall be part of the GMAX.

e. The PLA will have to be part of R&S's prequalification packages that R&S plans to send to its trade contractors in the beginning of May 2013.

4. Next Steps

a. The AOC's legal counsel, Phil Henderson, and R&S's legal counsel, Paul Aherne, will collaborate on procedural and strategic matters.

b. The AOC has contacted representatives of the Trades Council and set up the first negotiation session to be in Sacramento at the State Building and Construction Trade Council office at 1225 8th Street, Suite 375, Sacramento, CA 95814 on April 12, 2013, 9:00am to 12:00pm and any additional sessions to be determined.

c. The single point of contact for the AOC regarding the PLA will be Ray Polidoro. Paul Aherne will be the single point of contact for R&S for the PLA.

Thank you for R&S's continued cooperation to incorporate a PLA into R&S's contract and into this San Diego Project, and for R&S's continued professional advice on this matter.

Sincerely,

Curtis L. Child
Chief Operating Officer

CC/RP/no
cc: Hon. Robert J. Trentacosta, Presiding Judge, Superior Court of San Diego County
Hon. David J. Danielson, Assistant Presiding Judge, Superior Court of San Diego County
Hon. Kenneth K. So, Judge, Superior Court of San Diego County
Mr. Michael M. Roddy, Court Executive Officer, Superior Court of San Diego County
Mr. Joe Hook, Vice President, Rudolph & Sletten
Ms. Ann Poppen, Preconstruction Executive, Rudolph & Sletten
Ms. Ming Yim, Director of Facilities, Superior Court of San Diego County
Mr. Lee Willoughby, Director, Administrative Office of the Courts (AOC), Judicial Branch Capital Program Office
Mr. James Mullen, Senior Manager, AOC Judicial Branch Capital Program Office
Mr. Raymond Polidoro, Manager, AOC Judicial Branch Capital Program Office
Ms. Leslie Miessner, Supervising Attorney, AOC Judicial Council and Court Leadership Services Division, Legal Services Office
Mr. Phil Henderson, Attorney at Law, Orbach, Huff & Suarez, LLP

Judicial Council of California
ADMINISTRATIVE OFFICE OF THE COURTS
JUDICIAL AND COURT OPERATIONS SERVICES DIVISION
455 Golden Gate Avenue • San Francisco, California 94102-3688
Telephone 415-865-4200 • Fax 415-865-4205 • TDD 415-865-4272

TANI G. CANTIL-SAKAUYE
Chief Justice of California
Chair of the Judicial Council

STEVEN JAHR
Administrative Director of the Courts

CURTIS L. CHILD
Chief Operating Officer

April 5, 2013

Mr. Robbie Hunter
President
State Building and Construction Trades Council of California
1225 8th Street, Suite 375
Sacramento, California 95814

Dear Mr. Hunter:

This letter is to confirm that the Administrative Office of the Courts (AOC) has agreed to meet with you and Ray Van Der Naught, the attorney for the State Building and Construction Trades Council (Council), at the Council's office on April 12, 2013 from 9 a.m. to noon for the purpose of negotiating a Project Labor Agreement (PLA) for the San Diego New Central Courthouse Project (San Diego Project).

I plan to attend the initial part of the meeting, but will then hand off to the AOC representatives: Ray Polidoro, Manager, AOC Judicial Branch Capital Program Office; and Phil Henderson, the AOC's outside counsel. Rudolph & Sletten (R&S), the construction manager at risk for the San Diego Project, will have the following representatives at the meeting: Dan Dolinar, Executive Vice President and Chief of Operations; and Paul Ahern, Senior Vice President and General Counsel. We have also invited Michael Walton from the Construction Employers' Association, but we do not yet know whether he will be available to attend the meeting.

Please be aware that the AOC has an April 30, 2013 deadline for execution of a PLA so that bidding on the San Diego Project will not be delayed. Therefore, we hope that the parties will conclude negotiations within two weeks of the April 12 meeting.

I look forward to seeing you on April 12 and to fruitful discussions among the Council, R&S, and the AOC.

Sincerely,

FOR: Curtis L. Child
Chief Operating Officer

CC/LGM/
cc: Hon. Robert J. Trentacosta, Presiding Judge, Superior Court of San Diego County
Hon. David J. Danielsen, Assistant Presiding Judge, Superior Court of San Diego County
Hon. Kenneth K. So, Judge, Superior Court of San Diego County
Mr. Michael M. Roddy, Court Executive Officer, Superior Court of San Diego County
Mr. Dan Dolinar, Executive Vice President and Chief of Operations, Rudolph & Sletten
Mr. Paul Aherne, Senior Vice President and General Counsel, Rudolph & Sletten
Mr. Ming Yim, Director of Facilities, Superior Court of San Diego County
Mr. Lee Willoughby, Director, Administrative Office of the Courts (AOC), Judicial Branch Capital Program Office
Mr. James Mullen, Senior Manager, AOC Judicial Branch Capital Program Office
Mr. Raymond Polidoro, Manager, AOC Judicial Branch Capital Program Office
Ms. Leslie Miessner, Supervising Attorney, AOC Judicial Council and Court Leadership Services Division, Legal Services Office
Mr. Phil Henderson, Attorney at Law, Orbach, Huff & Suarez, LLP

bcc: Hon. Brad Hill, Chair, Court Facilities Working Group
Kelly Quinn, Assistant Director, AOC Judicial Branch Capital Program Office
Gisele Corrie, Financial Manager, AOC Judicial Branch Capital Program Office
Jim Peterson, Associate Project Manager, AOC Judicial Branch Capital Program Office
Clifford Ham, Principal Architect, AOC Judicial Branch Capital Program Office

U-T San Diego

Courthouse to be built under labor pact

By: Christopher Cadelago - June 7, 2013

SACRAMENTO — California judicial officials quietly brokered a union-friendly pact to govern construction of a new $586 million courthouse in downtown San Diego, marking the first time the state has turned to a "project-labor agreement" at the onset of building a major court facility.

The deal is between contractor Rudolph and Sletten Inc. and the State Building and Construction Trades Council of California.

"I requested that the contractor enter into a PLA with the Trades Council to ensure certainty and timeliness as well as reduce variables in a construction project of this magnitude," state courts director Steven Jahr wrote in an email obtained by U-T Watchdog. "This will be the first state courthouse project on which a PLA is signed."

The bargain comes a year after 58 percent of San Diego voters prohibited city officials from requiring such pacts on projects funded by city government. The local ballot measure does not apply to state projects.

Details of the pact are not yet available, as an official public announcement has not been made.

Project-labor agreements typically outline standards for wages, local hiring and health care coverage for workers, and require workers on projects to pay union dues whether they are members or not. Critics say the deals inflate project costs, at the expense of taxpayers.

Jahr described the agreement for the new 71-courtroom facility as a "pilot effort" that administrators "will continuously evaluate for costs and benefits going forward."

Jahr said he recognized the labor-friendly agreements have their critics.

"We have examined those criticisms and believe for this project there is an overall benefit," Jahr wrote.

A March 22 memorandum prepared by the judicial council acknowledged that one prominent area of disagreement is whether the labor agreements drive up construction costs.

Opponents say the requirements discourage nonunion contractors from bidding and subcontractors from participating on projects. They further contend that reduced competition results in higher bids, and that work condition rules increase labor costs that are then passed down to owners, in this case the state government and taxpayers.

Proponents say the deals create quality local jobs and improve workmanship.

Court officials say the San Diego project is critical and a PLA will keep it on track, precluding strikes and preventing delays caused by shortages of qualified workers in the relevant trades.

They say the old courthouse has serious seismic and security issues, and other significant functional problems. The $586 million price tag for the new building at Union and C streets includes $544 million for construction and any delays could be costly, officials said. Court administrators says they are working with the Legislature, Department of Finance, county and city to keep the project moving forward.

"To that end, the PLA is being put in place to ensure that this momentum continues by preventing potential expensive delays and related costs," Jahr wrote.

Eric Christen, executive director of the Coalition for Fair Employment in Construction, said he was offended by the state acquiescing to union requests in a city that has already weighed in on the topic.

"It's not exactly something that San Diegans have not been educated on and (don't) have an opinion about," he said.

Christen noted the project comes amid strained state courts budgets "and yet they are doing something here with a PLA that will do nothing but add costs," he said, calling it a "breathtaking exercise."

The San Diego City Attorney's Office confirmed the local ban does not apply to the state's court project.

Court officials said the deal would apply to most, but not all of the subcontractor bid packages, exempting those smaller than $125,000. The job has a built-in local participation goal of 30 percent for trades in San Diego.

Officials with the State Building and Construction Trades Council of California in Sacramento and San Diego did not return messages seeking comment. Nor did the firm Rudolph and Sletten, Inc.

A courthouse project in Long Beach is currently operating under a project-labor agreement, although it was put in place in later stages and does not cover the entire effort.

In San Diego, where construction of Petco Park was carried out under a similar bargain, the planned expansion of the Convention Center has become the latest showdown between labor and business-backed groups. The expansion was put on ice pending litigation over the project's financing plan. A PLA is possible despite Proposition A because it would be agreed upon by the contractor, as opposed to required by the city.

Jahr said he expects further briefings on the PLA approach at an educational session during the judicial council's meeting later this month.

Meanwhile, he said, the court administration and the contractor are taking steps to do outreach to local, small, emerging and minority businesses, as well as the Disabled Veterans Business Enterprise Program to encourage them to bid on portions of the courts project. The courthouse is scheduled for a fall bond sale with a construction start date planned for the end of December.

Associated Builders and Contractors, Inc.

Northern California Chapter

June 26, 2013

To: Steve Jahr, Administrative Director of the Courts, Chief Justice Tani G. Cantil-Sakauye, Judicial Council and members of the Judicial Council of California, Justice Brad Hill, Chair of the Court Facilities Working Group and members of the Court Facilities Working Group

From: Nicole Goehring, Government Affairs Director

Re: Two attachments for distribution to the above parties and inclusion in the public record for the Judicial Council of California June 28 Meeting

---

1) AOC request letter from ABC of California

2) Project Labor Agreement Talking Points – California Courthouse Construction

3) Please contact me at 925-960-8513 or nicole@abcnorcal.org with any questions.

Associated Builders and Contractors of California

June 18, 2013

Steve Jahr, Administrative Director of the Courts
554 Golden Gate Avenue
San Francisco, CA 94102-3688

Dear Director Jahr:

Associated Builders and Contractors (ABC) is a national trade association representing 22,000 members from more than 19,000 construction and industry-related firms. Founded on the merit shop philosophy, ABC helps members win work and deliver that work safely, ethically and profitably for the betterment of the communities in which they work.

ABC California, comprised of five local ABC California chapters as part of 72 ABC chapters nationwide, encourages government officials to procure public works through fair and open competition by ensuring a level playing field for all qualified contractors and their skilled employees, regardless of union affiliation. Experience demonstrates this approach helps government agencies provide taxpayers with the best possible construction product at the best possible price. ABC California's craft and apprentice training programs are recognized by the California Department of Industrial Relations and cover a wide variety of skilled trades including: electrical, plumbing, sheet metal, HVAC, painters, laborers, carpenters, heavy equipment operators, mobile crane and welding.

Associated Builders and Contractors California is troubled by the Project Labor Agreement (PLA) you have encouraged the contractor to enter into with the State Building and Construction Trades Council for the construction of the $586M Central Courthouse Construction in San Diego. Project Labor Agreements (PLAs) discriminate against 84% of California workers that are nonunion. Additionally, PLA's can add up to 18% onto project construction costs for the taxpayer. On the $586 Million Dollar San Diego Courthouse construction project, costs could be increased by $105 Million.

The increased costs due to the PLA come at a time when the Court Facilities Working Group recently announced changes to the project due to funding and budget constraints. The new courthouse project for downtown San Diego will proceed without simultaneous construction of a tunnel connecting it to the Central Jail. Specifications for the tunnel would have driven up the tunnel cost to an estimated $25 million, and the working group decided it was too costly. "Given our current program funding limits, we appreciate the court's willingness to scale back this project's costs," said Justice Jeffrey Johnson, chair of the working group's cost-reduction subcommittee and Associate Justice of the Court of Appeal, Second Appellate District, in Los Angeles.
ABC is opposed to PLAs because these agreements restrict competition, increase costs for the taxpayer, discriminate against non-union employees and place merit shop contractors at a significant competitive

disadvantage. PLAs are anti-competitive agreements that stop open and fair bidding on taxpayer-funded projects.

ABC California believes in increasing opportunities for all workers regardless of their affiliation. A PLA on the San Diego Central Courthouse will limit California workers eligible to work on the courthouse, including the nearly 1,000 apprentices currently enrolled in ABC's apprenticeship training programs.

Before any decision is made to move forward with the use of a Project Labor Agreement on the San Diego Central Courthouse Construction or on any future courthouse construction in the state, ABC California respectfully asks that your PLA educational session during the June AOC Council meeting include PLA proponents and opponents on the agenda for an open discussion.

ABC California would also like to meet with you immediately to ask for a Fair and Open Competition policy to ensure the following:

The Administrative Office of the Courts shall not, in any contract for the construction or maintenance of California Court Construction, require that a contractor, subcontractor, material supplier, or carrier engaged in the construction or maintenance of the project, execute or otherwise become party to any project labor agreement, collective bargaining agreement, community benefit agreement, pre-hire agreement, or other agreement with employees, their representatives, or any labor organization as a condition of bidding, negotiating, being awarded, or performing work.

Thank you for your prompt consideration of this request. Please contact Nicole Goehring at nicole@abcnorcal.org or 209-482-1697 with any questions.

Sincerely,

Jodi Nagel

Jodi Nagel
Chairwoman ABC of California

CC: Chief Justice Tani G. Cantil-Sakauye, Judicial Council
Justice Brad Hill, Chair of the Court Facilities Working Group
Jody Patel, Chief of Staff
Curt Soderlund, Chief Administrative Officer
Curt Child, Chief Operating Officer

Associated Builders and Contractors of California
P.O. Box 80718 Bakersfield, CA 93380-0718
www.abc-cal.org

PROJECT LABOR AGREEMENTS

What Is A PLA?

Project Labor Agreements (PLAs) are a special interest kickback scheme that ends open, fair and competitive bidding on public work projects denying the vast majority of local contractors and small business owners the opportunity to bid on work. PLAs impose discriminatory mandates on small business ensuring that projects are awarded to only vendors preferred by big labor unions.

PLAs: Bad for Workers. Bad for Taxpayers.

PLAs deny nearly 84% of California's construction workforce the ability to work on public work projects reducing competition and significantly driving up costs to taxpayers. With government budgets stretched to the breaking point and essential services being cut, it is critical that taxpayers get the best quality work at the best price. Always. PLAs put special interests ahead of the public interest by restricting the bidding process to ONLY contractors backed by big labor unions – denying others the opportunity to do a better job at a better price.

A Project Labor Agreement on California courthouse construction, for instance, means more taxpayer dollars will be spent on higher construction costs. Under this scenario, four courthouses will be built for the price of five.

- Workers must pay costly union dues, even if the employee is not a union member. These dues can cost $1100!
- All workers must be hired through a union hiring hall. This discriminates against younger and non-union workers. Companies are often forced to lay off proven, productive workers to hire strangers picked by the union bosses.
- 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 making it unlikely that the non-union worker will see the benefit of their contributions.
- All apprentices must come from state approved *union* programs, discriminating against thousands of apprentices in state approved merit shop programs.

Contractor Mandates

- Contractors are not allowed to negotiate the PLA. Only union representatives are allowed at the negotiating table with the owner.
- Proven, innovative, flexible and effective work rules are junked for a new set of mandates imposed by the PLA.
- PLAs use only union job classifications.
- PLAs force union arbitration and grievance procedures on all contractors.

*Few contractors will 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 they had no hand in negotiating. Because of these provisions, PLAs reduce competition and drive up costs for taxpayers and contractors.*

PLA Facts

- In September 2009, nationally known pollster Frank Luntz surveyed Americans about taxpayer funded bidding procedures. 88.5% said they preferred a "fair, open, and competitive bidding process." 12% felt that unions should have the exclusive right to the work.

Americans overwhelmingly reject PLAs

- California taxpayers want their projects built by the best contractors at the best price and want the Judicial Council to choose the construction firm that offers the best value. The record clearly shows PLAs harm all of these goals.

"Project Labor Agreements unnecessarily inflate the costs of taxpayer-funded construction and discourage the economic growth and job creation so desperately needed in California at this time. All governments in California could help ensure the best quality construction at the best price for taxpayers by prohibiting Project Labor Agreements on their taxpayer-funded construction." Jon Coupal, President, Howard Jarvis Taxpayers Association

"From Boston's Big Dig to the San Francisco airport, if it's a project with egregious cost overruns, a project labor agreement is probably involved." Wall Street Journal – June 14, 2010

"PLAs are a form of political bid-rigging that robs taxpayers even in good economic times. They deserve to be outlawed." Wall Street Journal – July 19, 2011

"California school construction costs taxpayers 13-15% more when built under Project Labor Agreements." Measuring the Costs of Project Labor Agreements on School Construction in California – National University July, 2011

- Recently, there was a 30% reduction in bidders on the City of Brentwood Civic Center bid under a PLA and only one local contractor on the winning bid list. 25 general contractors went through the pre-qualification process. 20 prequalified. On the day of the actual bid, the total number of contractors bidding the work suddenly dropped almost 50% to 11! Less competition + less bids = higher costs to taxpayers.

- In the Oakland Unified School District a construction bond was passed for $300 million in order to rehab and modernized old schools. Bids went out for a rehab project which received EIGHT bids. The lowest responsible bidder came in at $1.8 million – which happened to be from a merit shop contractor. After the bids came in, the district decided to re-bid the contracts for the rehab project, as a PLA had been placed on all work. The result was another bid and this time there were only THREE bids with the lowest coming in at $2.2 million dollars. The project's cost skyrocketed 24%, which is typical. IRONY - the district had to close down 13 schools due to budget cuts. The savings to the district for each closure was about $437,000 or the cost of ending competitive bidding.

- An audit conducted by Contractor and Compliance Monitoring Inc., found violations by 16 contractors working on a $150 million Los Angeles Unified School District high school under construction in San Fernando. The school was built under a PLA. The alleged violations include failure to pay prevailing wages and inadequate supervision. Several of the contractors had expired or suspended licenses.

- The San Diego Unified School District placed a PLA on its construction bond July 2009, and the first project to go out to bid under the PLA had 66% less bids than a similar project without a PLA attached to it. Worse yet, the bid was 35% over budget. The job was awarded to a bidder from Los Angeles despite big labor claims that a PLA would result in more "local hires."

- Two contractors recently bid the 2010 Discovery Bay Asphalt Rubber Cape Seal job in Contra Costa County, one with a PLA and one without a PLA – PLA bid was from Southern California contractor and 17% over engineer's estimate.

- Family Law Center in Contra Costa County—all five prospective non-union bidders dropped out; low bid was 19 percent over the estimate calculated before there was a PLA.

CFI California Federation of Interpreters

www.calinterpreters.org
cfi@mediaworkers.org

June 26, 2013

Chief Justice Tani Cantil-Sakauye
Judicial Council of California
455 Golden Gate Avenue
San Francisco, CA 94102-3688

Chief Justice Cantil-Sakauye,

In a letter dated May 22, 2013 to the Judicial Council, the Administrative Office of the Courts and the Los Angeles Superior Court, the US Department of Justice reports preliminary findings in their investigation into discriminatory practices affecting Limited English Proficient (LEP) court users in the state's judicial system and makes recommendations for voluntary compliance. Within the letter are described California judicial branch policies and practices that are inconsistent with Title VI of the Civil Rights Act of 1964 and its implementing regulations related to language access for LEP court users.

The policies and practices identified by the DOJ affect not only Los Angeles courts, but are applied statewide and impact all courts, resulting in the denial of interpreters where they are needed – whether in the courtroom itself, or in events ancillary to the hearing – thereby leaving LEP court users unable to participate or enjoy equal access to the courts and all that they offer. In other states, these practices have been deemed clear violations of Title VI of the Civil Rights Act of 1964, Executive Order 13166, and the Safe Streets Act.

In light of the DOJ's investigation and recommendations, the California Federation of Interpreters (CFI) urges court administrators and the Judicial Council to take immediate steps toward a statewide language access program that provides competent, qualified interpreters to all LEP court users in all case types. We ask that the Judicial Council take immediate action consistent with the DOJ recommendations, and utilize existing resources to address these fundamental access barriers that LEP court users face every day in courtrooms throughout the state. CFI also respectfully requests a meeting with Chief Justice Cantil-Sakauye and AOC leadership to discuss the next appropriate steps toward rectifying the present situation.

The leadership of CFI is prepared and eager to work with the Council and the trial courts to meet this challenge. Our members are the experts in applied linguistics who bridge the language gap daily. As the representative of more than 900 interpreters working in 52 languages across the state, CFI has a broad and detailed understanding of the overall need for interpreter services and we can provide essential information and perspective to the courts in its process of reaching full compliance with Title VI and implementing regulations.

433 Natoma Street, 3rd Floor
San Francisco, CA 94103
Phone (415) 421-6833
Fax (415) 236-6229

12215 Telegraph Rd, Ste 221
Santa Fe Springs, CA 90670
Phone (562) 236-2112
Fax (562) 944-0088

California is unique in that the basic framework to achieve an expansion of interpreter services is already in place. There already exists an employment system of highly qualified staff interpreters poised to carry out the function of language access in the courts. We are confident that an adjustment of court policies and practices as described in the DOJ recommendations can achieve the necessary expansion within the existing framework, and at a more reasonable cost than is typically estimated. It is critical that as the process moves forward, our expertise and practical knowledge be included in discussions on how to achieve our shared goal of providing language access, while focused on providing services that meet the "meaningful language access" standard.

To that end, we offer the following proposals and commentary. We implore your offices to commit to a collaborative process that succeeds in correcting these deficiencies and establishing the California judicial branch as a leader in language access standards:

- The formulation of policies and protocols for the expansion of services should be developed by a joint committee that includes representatives of interpreter employee organizations, other language access experts, and other advocates for due process and fairness in the branch.

- CFI requests that the Judicial Council and the AOC take immediate action to inform court administrators statewide in clear terms that the interpreter budget reserve is available to address court interpreter costs for all case types, including civil hearings; and that the fund is dedicated solely to court interpreter costs and will not be redirected to other budget items.

The DOJ clearly indicates that providing language access in certain interpretation events or hearings but not in others is a violation of Title VI of the Civil Rights Act of 1964 and implementing regulations. Additionally, the right to language access applies at all points of contact with the courts, both inside the courtroom and in events ancillary to the proceedings.

In its recent letter, the DOJ points out in some detail that it considers the Judicial Council's unclear policy on reimbursement from the interpreter budget, and the redirection of interpreter budget funding to other court programs as contributing factors to the violations. The DOJ expresses particular concern with the ongoing denial of interpreters to court users despite the availability of funding in the court interpreter budget and the budget reserve.

CFI has consistently identified these practices and policies as problematic. The courts can and should use the existing interpreter budget item and the reserve to expand interpreter services into civil hearings. In the face of daily and ongoing violations of LEP court users' civil rights, it is not defensible to assert that the reserve is one-time funding, and therefore cannot be spent on future ongoing costs. In reality, all state funding is a one-time, annual allocation. Likewise, it is unreasonable to assert that the costs of full compliance cannot be met; the resources are available now to begin to address at least some portion of the problem. Finally, based on recent budget hearings, it is clear that the courts cannot expect to receive the necessary additional funding required to fully meet interpreter service needs while existing funding based on actual need for interpreter services is not fully utilized.

CFI is prepared to work with the Judicial Council and the AOC to seek additional funding that will ultimately be necessary. However, the courts must begin to do everything possible to meet actual needs within the current framework, and in doing so, the information necessary to accurately measure the need for additional funding will emerge.

To say that there are not enough court interpreters to cover the need is likewise invalid. While some shortages do exist based on language or fluctuating need, the supply-demand problem has been greatly reduced over the past decade. California has greater access to a workforce of qualified interpreters than any other state. More than 900 interpreters, working in 52 languages are already court employees; another 900 provide services as contractors. Staff interpreters are available to fill the gap between current policies and the necessary expansion of language access. The courts policies and practices are what restrict services. On numerous occasions, CFI has brought to the attention of the Judicial Council that court administrators are instructing court interpreters not to interpret in matters that are purportedly "non-mandated" when those interpreters are available at no additional cost. This practice should be stopped immediately.

To address these and other issues, a committee or working group that includes representatives of court interpreters and other language access and due process experts is needed to develop a statewide language access plan for the courts. All meetings to discuss policies and develop recommendations for the expansion of language access in the state courts should be announced publicly, be open to the public, and allow for public comment and discussion. The Judicial Council's internal committees and advisory panels do not include sufficient representation of stakeholders with the knowledge and expertise on language access issues. Interpreter's representatives have the statewide knowledge and expertise to help create systems and policies that would best expand the services we provide in the most effective and efficient way, within existing resources to the degree possible.

The state of California has spent the last ten years developing a pool of competent, dedicated court interpreter employees. These interpreters can immediately begin providing the in-person interpretation services that are essential to meaningful language access. Court interpreters and CFI stand with the Judicial Council and the state courts in seeking solutions to language barriers to justice in our state.

Sincerely,

Michael Ferreira, President

Attention: Nancy Carlisle.

As the Attorney for the State Building & Construction Trades Council of California, I would like to file the attached documents for the Council's discussion on Project Labor Agreements and the San Diego Courthouse.

Thank you for your attention to this matter.

Ray Van der Nat
Law Office of Ray Van der Nat, A.P.C.
1626 Beverly Blvd.
Los Angeles, California 90026
Tele: (213) 483-4222
Fax: (213) 483-4502

PROJECT LABOR AGREEMENT

FOR THE

NEW LONG BEACH COURT BUILDING

BETWEEN

CLARK CONSTRUCTION GROUP – California, LP

AND

LOS ANGELES/ORANGE COUNTIES BUILDING AND

CONSTRUCTION TRADES COUNCIL

AND THE

CRAFT UNIONS & COUNCILS

SIGNATORY TO THIS AGREEMENT

TABLE OF CONTENTS

PREAMBLE		3
ARTICLE I	PURPOSE	3
ARTICLE II	SCOPE AND DURATION OF AGREEMENT	3
ARTICLE III	MANAGEMENT RIGHTS	4
ARTICLE IV	TERMS AND CONDITIONS	5
SECTION 1.	EFFECT OF OTHER AGREEMENTS	5
SECTION 2.	UNION RECOGNITION, SECURITY AND REPRESENTATION	6
SECTION 3.	HELMETS TO HARDHATS	8
SECTION 4.	WAGES AND FRINGE BENEFITS	
ARTICLE V	CONTINUITY OF WORK	9
SECTION 1.	GRIEVANCE AND ARBITRATION PROCEDURE	10
SECTION 2.	JURISDICTIONAL DISPUTES	10
SECTION 3.	NO STRIKE - NO LOCKOUT	11
SECTION 4.	EXPIRATION OF LOCAL AND OTHER APPLICABLE AGREEMENTS	12
SECTION 5.	EXPEDITED ARBITRATION FOR WORK STOPPAGES AND LOCKOUTS	13
ARTICLE VI	MOST FAVORED EMPLOYERS CLAUSE	14
ARTICLE VII	BENEFICIAL OCCUPANCY BY THE OWNER	14
ARTICLE VIII	SAFETY	15
ARTICLE IX	GENERAL SAVING CLAUSE	15
ARTICLE X	NON DISCRIMINATION	15
ARTICLE XI	JOINT ADMINISTRATIVE COMMITTEE	15
ARTICLE XII	ENTIRE UNDERSTANDING	16
ATTACHMENT "A" LETTER OF ASSENT		18

PROJECT AGREEMENT FOR CONTINUITY OF WORK

PREAMBLE

This Project Labor Agreement ("Agreement") is entered into this 9th day of DECEMBER, 2011, by and between Clark Construction Group – California, LP, as the general contractor who has been retained by the Owner to oversee the construction of the New Long Beach Court Building ("Project") and the signatory contractors and subcontractors for the construction of the Project (the General Contractor and the signatory contractors and subcontractors performing work hereunder, collectively referred to as the "Employers") and the Los Angeles/Orange Counties Building and Construction Trades Council ("Council") and the signatory local unions and District Councils having members employed at the Project (hereinafter collectively the Unions).

ARTICLE I
PURPOSE

A. The purpose of this Agreement is to insure that all work on this Project shall proceed continuously and without interruption.

B. It is the objective of the parties that the construction of this Project may be a credit to the Employers, the Unions, the Owner and the community and it is recognized by all parties that harmonious labor-management relations are the result of responsible conduct by the Unions and the Employers employing building trades people, and it is our mutual desire to promote these relationships on this Project.

C. The parties hereby agree and do establish and put into practice effective and binding methods for the settlement of all misunderstandings, disputes, or grievances that may arise so that the parties are assured of complete continuity of operation, without slowdown, or interruption of any kind or for any reason and that labor-management peace is maintained for the life of this construction project, except as provided in Article V, Section 3. C.

D. The parties agree that this Agreement is a valid Section 8(f) pre-hire agreement within the meaning of Section 8 [29 U.S.C. § 158(f)] of the National Labor Relations Act.

ARTICLE II
SCOPE AND DURATION OF AGREEMENT

A. This Agreement shall apply and be limited to all construction work performed by the General Contractor and the Employers on the New Long Beach Court Building located in Long Beach, California, consisting of the construction of approximately 545,000 square foot of building space.

B. This Agreement shall become effective as of the date first above written and shall continue in full force and effect until the completion of all craft work on the Project. Completion

of the project shall be notice by the owner to the contractor for acceptance and such notice shall be provided to the signatory Unions and the Council.

C. This Agreement shall not apply to work of non-manual employees, including but not limited to: superintendents, supervisors, staff engineers, quality control and quality assurance personnel, time keepers, mail carriers, clerks, office workers, messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory and management employees.

D. This Agreement shall not apply to the work of persons, firms and other entities that perform consulting, planning, scheduling, management or other supervisory services on the Project.

E. This Agreement shall not apply to the off-site manufacture, fabrication and handling of materials, supplies, equipment or machinery and the delivery of such to or from the site; provided, however, that lay down or storage areas for equipment or material and manufacturing (prefabrication) sites, dedicated solely to the Project or Project Work, and the movement of materials or goods between locations on a Project site are within the scope of this Agreement.

ARTICLE III
MANAGEMENT RIGHTS

A. The Employers retain full and exclusive authority for the management of their operations. This includes, but is not limited to, the right to direct their working force and to establish coordinated working hours and starting times, which shall not be in conflict with the current, local collective bargaining agreements of the signatory unions, which have signed this Agreement.

B. There shall be no limit on production by workers, nor restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trades and shall work under the direction of the craft foremen. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations. The Employers may utilize the most efficient methods or techniques of construction, tools or other labor-saving devices to accomplish the work. Practices not a part of the terms and conditions of this Agreement will not be recognized.

C. This Agreement shall include the classifications of Building/Construction Inspector and Field Soils and Material Testers (Inspectors) as a covered craft under this Agreement. This inclusion applies to the scope of work defined in the State of California Prevailing Wage Determination for said craft. Every Inspector performing work under these classifications pursuant to a professional service agreement or a construction contract shall be bound to all applicable requirements of this Agreement. Covered work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded. Nothing in this section will be construed to

include the Independent Building Expert [IBE], the Lender's Technical Consultants.

D. The Employers shall be the sole judge of the number and classifications of employees required to perform work subject to this Agreement. The Employers shall have the absolute right to hire, promote, suspend, discharge or lay off employees at their discretion and to reject any applicant for employment, subject to the provisions of the current, local collective bargaining agreements of the signatory unions, which have signed this Agreement, for the craft workers in their employ.

E. The General Contractor shall have the right upon receipt of the written complaint of any employee to order corrective action necessary to maintain reasonable and lawful standards for work place health and safety and to otherwise directly remove any employee whether employed directly or by any other Employer for breach of reasonable rules promulgated by the General Contractor governing conduct on the job.

F. The General Contractor shall act as the coordinator, shall have the right to participate in pre-job conferences and mark-up meetings, and, at its option, participate in the resolution of any grievances.

G. Nothing in this Agreement shall be construed to limit the right of any of the Employers to select the lowest bidder they deem qualified for the award of contracts or subcontracts or material or equipment purchase orders on the Project. The right of ultimate selection remains solely with the Employers, subject to Article IV, Section 1, B. of this Agreement.

H. It is recognized that certain material, equipment and systems of a highly technical and specialized nature will have to be installed at the Project. The nature of the material, equipment and systems, together with requirements of manufacturer's warranty, may dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed under the supervision and direction of Owner's and/or manufacturer's personnel. The Unions agree that such material, equipment and systems shall be installed without incident and without the occurrence of any conduct described in Article V below.

ARTICLE IV
TERMS AND CONDITIONS

SECTION 1. EFFECT OF OTHER AGREEMENTS

A. The provisions of this Agreement, including the Schedule A Agreements, (which are the local collective bargaining agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time and which are incorporated herein by reference) shall apply to the work covered by this Agreement. It is further agreed that, where there is conflict, the terms and conditions of this Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements (Schedule A Agreements) except for all work performed under the NTL Articles of Agreement,

the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and control systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article V. Section 1. (Grievance and Arbitration Procedure), Article V. Section 2. (Jurisdictional Disputes) and Article V Section 3. (No Strike - No Lockouts) of this Agreement, which shall apply to such work. All disputes relating to the interpretation or application of this Agreement shall be subject to resolution by the grievance arbitration procedure set forth in Article V. Section 1. Where a subject is covered by a provision in a Schedule A Agreement and not covered by this Agreement, the provision of the Schedule A Agreement shall prevail. Any dispute as to the applicable source between this Agreement and any Schedule A Agreement for determining the wages, hours of working conditions of employees on a Project shall be resolved under the grievance procedures established in this Agreement.

B. The General Contractor will require all contractors and subcontractors who are awarded or are performing jobsite work on the Project, to become signatory to this Agreement by signing the Letter of Assent (Attachment A). This Agreement does not apply to employees or work of the Owner.

C. By accepting the award of a construction contract or entering into a contract to perform any project work pursuant to a construction contract, whether as a contractor or subcontractor, Employer agrees to sign the Letter of Assent as shown in Attachment A and be bound by each and every provision of this Agreement.

D. At the time that any Employer enters into a contract or subcontract with any contractor or subcontractor providing for the performance of a construction contract for project work, the Employer shall provide a copy of this Agreement to said contractor and/or subcontractor and shall require them, as a part of accepting the award of a construction contract or subcontract, to agree in writing in the form of a Letter of Assent (Attachment A), to be bound by each and every provision of this Agreement prior to the commencement of any work on the Project except to the extent that subcontractors have started work prior to this Agreement being put into effect, in which case the Letter of Assent will be executed promptly. To that extent, each Employer shall provide a copy of the signed Letter of Assent to the Council prior to beginning work on the Project.

SECTION 2. UNION RECOGNITION, SECURITY AND REPRESENTATION

A. The Employers recognize the Union(s) as the sole and exclusive collective bargaining representative for craft employees employed on the Project.

B. No employee covered by this Agreement shall be required to join any Union as a condition of being employed, or remaining employed, for the completion of the Project work; provided, however, that any employee who is a member of a Union at the time the referring Union refers the employee, shall maintain that membership in good standing while employed on the Construction Contract, Inspection Services Contract or Project. The Contractor/Employer

shall, however, require all employees working on a Construction Contract, Inspection Services Contract or Project, to the extent which this Agreement applies, to comply with the applicable Union security provisions for the period during which they are performing on-site Project work to the extent, as permitted by law, of rendering payment of the applicable monthly dues and working dues only, as uniformly required of all craft employees while working on the Project and represented by the applicable signatory union.

C. The Employers recognize that the Unions shall be the primary source of all craft labor employed on the Project. In the event that an Employer has his/her own core workforce, said Employer shall follow the procedures outlined below.

(1) An employee shall be considered a member of an Employer's core workforce for the purposes of this Article if the employee's name appears on the Employer's active payroll for 60 of the 100 working days immediately before award of the Construction Contract to the Employer, must be properly licensed to perform the work, and must be capable of safely performing the work.

(2) The Employer shall identify Core Workers in their Employment Hiring Plan and shall provide payroll records and such other evidence as may be necessary evidencing the worker's qualification as a Core Worker. The number of Core Workers on the Project shall be governed by the following procedure: one Core Worker shall be selected and one worker from the hiring hall of the affected trade or craft and this process shall repeat until such Employer's requirements are met or until such Employer has hired five (5) such Core Workers for that craft, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall list. In the event of a reduction-in-force or layoff, such will take place in a manner to assure that the number of remaining "core" employees in the affected craft does not exceed, at any time, the number of others working in that craft who were employed pursuant to other procedures available to the Employer under this Agreement. This provision applies only to employees not currently working under a current master labor agreement of one of the signatory unions to this Agreement and is not intended to limit transfer provisions of current master labor agreements of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate benefit fund coverage, all contractors shall require their "core work force" and any other persons employed other than through the referral process, to register with the appropriate Union hiring hall, if any, before they begin any work of the project.

(3) Upon request by any party to this Agreement, the Employer hiring any core employee shall provide satisfactory proof in the form of the following documents (payroll records, quarterly tax records, employee driver's license, voter registration, postal address) evidencing the core employee's qualification as a core employee.

(4) Employers shall be bound by and utilize the registration facilities and referral systems established or authorized by this Agreement and the signatory Unions when such procedures are not in violation of state or federal law.

(5) In the event that referral facilities maintained by the Unions are unable to fill the requisition of an Employer for qualified employees within a forty eight (48) hour period after such requisition is made by the Employer, the Employer shall be free to obtain work persons from any source. The Contractor shall inform the Union of any applicants hired from other sources, within twenty-four hours of hiring, and such applicants shall register with the appropriate Union hiring hall, if any, prior to beginning work on the Project and abide by all of the other requirements imposed by this Agreement.

D. Authorized representatives of the Union(s) shall have access to the Project provided that they do not interfere with the work of the craft employees and further provided that such representatives fully comply with established Project rules.

E. Each Union shall have the right to designate a working craft employee as steward for each Employer employing such craft on the Project. Such designated steward shall be a qualified workman assigned to a crew and shall perform the work of that craft. The steward shall not perform supervisory duties. Under no circumstances shall there be nonworking stewards. Stewards shall be permitted a reasonable amount of time during working hours to perform applicable union duties related to work being performed by the craft employees of his/her Contractor, and not to the work being performed by other Contractors or their employees.

SECTION 3. HELMETS TO HARDHATS

A. The General Contractor, Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of Veterans who are interested in careers in the building and construction industry. The Parties agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs for hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties.

B. The Parties agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

SECTION 4. WAGES AND FRINGE BENEFITS

8.1 All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Employers, the hourly wage rates for those classifications in

compliance with the applicable prevailing wage rate determination established pursuant to Section 1770 et. Seq. of the California Labor Code for workers at the site in job classifications covered thereby. If a prevailing rate increases under law, the Employer shall pay that rate as of its effective date under the law. Notwithstanding any other provision in this Agreement, including Article IV, Section 1, A., this Agreement does not relieve Employers from any independent contractual obligation they may have to pay wages in excess of the prevailing wage rate as required.

8.2

(A) Employers which are not signatory to the established Labor/Management Trust Fund agreements, as specified in the Schedule A Agreements for the craft workers in their employ, shall sign a "Subscription Agreement" with the appropriate Labor/Management Trust Fund covering the work performed under this agreement.

(B) Employers shall pay contributions to the established Labor/Management Trust Fund in the amounts designated by the Unions and make all employee-authorized deductions in the amounts designated by the Unions; provided, however, that the Employer and Union 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, training funds, etc.) shall be included in this requirement and required to be paid by the Employer on the Project; and provided further, however, that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. Notwithstanding any other provision in this Agreement, including Article IV, Section 1, A., this Agreement does not relieve an Employer from any independent contractual obligation they may have to make all contributions set forth in the amounts contained in those Schedule A Agreements without reference to the forgoing.

8.3 The Employer adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s), to the extent said trust agreements are consistent with this Agreement, specifying the detailed basis on which payments are to be made into, and benefits paid out of such trust funds for the Employer's employees. The Employer authorizes the parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Employer.

ARTICLE V
CONTINUITY OF THE WORK

The principal purpose of this Agreement is that it provides the Employers, Unions, and the Owner with the assurance that there will be no strike, sympathy strike, picketing, lockout, handbilling, slowdown, withholding of work, refusal to work, walk-off, sick-out, sit-down, stand-in, wobble, boycott or other work stoppage, disruption, advising the public that a labor dispute exists or impairment of any kind for any reason during the duration of this Agreement by the Unions or employees employed on the Project, except as set forth in Section 3. paragraph C, below, of this Article. It is therefore agreed as follows.

SECTION 1. Grievance and Arbitration Procedure

The parties hereby agree that all disputes or grievances between Employers and Unions, other than jurisdictional disputes or disputes arising from any strike, picketing, slowdown, lockout or other work stoppages of any kind under Sections 2, 3 or 4 below of this Article, shall be handled in accordance with the following procedures:

A. Step 1. If there is a dispute or grievance involving one of the Employers, the business representative of the local union involved shall first attempt to settle the matter by oral discussion with the particular Employer's project superintendent no later than five (5) working days after the occurrence first giving rise to the dispute or grievance. If the matter is not resolved with the superintendent within five (5) working days after the oral discussion with the superintendent, the dispute or grievance shall be reduced to writing by the grieving union.

B. Step 2. If the matter is not resolved in step 1, above, the written grievance shall be given to the particular Employer involved, to the General Contractor and to the business representative of the local union involved, no later than five (5) working days after the oral discussion set forth above for Step 1, and the business representative of the local union involved shall refer the matter to his local union Business Manager who shall meet with responsible staff representative(s) of the particular employer and, who shall attempt to settle the matter. This shall be referred to as Step 2 of the Grievance and Arbitration Procedure.

C. Step 3. If settlement is not achieved through step 2 above within ten (10) working days after referral to Step 2, an effort shall be made by the parties involved in step 2 to agree on a neutral arbitrator, but if the parties are unable to agree, a party may, within ten (10) days after referral to Step 2, select from the agreed upon list below, on a rotational basis in the order listed, the following arbitrators: (1) Louis Zigman; (2) Fredric Horowitz; and (3) Michael Rappaport. Expenses incurred in arbitration shall be borne equally by the union and the employer involved and the decision of the arbitrator shall be final and binding on both parties, provided, however, that the arbitrator shall not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way.

D. Failure to timely raise, file or appeal any grievance within the time limits set forth above will result in the grievance being waived.

SECTION 2. Jurisdictional Disputes

A. The assignment of work will be solely the responsibility of the Employer 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") or any successor Plan.

B. All jurisdictional disputes between or among Construction Unions and Employers shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered

shall be final, binding and conclusive on the Employers and Unions.

C. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature and the Employer's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to disciplinary action, up to and including discharge.

D. Each Employer will conduct a pre-job conference with the Building Trades Council prior to commencing work. The purpose of the conference will be to, among other things, determine craft manpower needs, schedule of work for the contract and Project work rules/owner rules. All work assignments should be disclosed by the Employer in accordance with industry practice and the Plan. Employer will notify the General Contractor and the Council in advance of all such conferences.

SECTION 3. No Strike--No Lockout

A. During the existence of this Agreement, there shall be no strike, sympathy strike, picketing, lockout, handbilling, slowdown, withholding of work, refusal to work, walk-off, sick-out, sit-down, stand-in, wobble, boycott or other work stoppage, disruption, advising the public that a labor dispute exists or impairment of any kind for any reason by the Unions or employees employed on the Project and there shall be no lockout by the Employers. It is agreed, however, that the Employers may lay-off employees for lack of work, or in the event that a strike, picketing or other work stoppage impedes the work of the Project.

B. No picket lines will be established at the Project by any of the Unions. The Unions agree that they will not sanction in any way any picket line and will affirmatively take all measures necessary to effectively induce its members to cross the picket line and report for work as scheduled and that responsible representatives of the Unions who are employed on the Project will also do so themselves. No Employee shall engage in activities which violate this Article. Any Employee who participates in or encourages any activities that interfere with the normal operation of the Project shall be subject to disciplinary action, up to and including discharge.

C. Notwithstanding the provisions of Section 3. A. above of this Article, it is agreed that the particular Union involved retains the right to withhold the services of its members (but not a right to conduct any other activity described in this Article V. Section 3. A.) from a particular Employer who fails to make timely payments to the Union Health & Welfare, Pension, Vacation and Holiday, Apprentice and Training, or Industry Funds in accordance with the provisions of that particular Employer's labor agreement with the particular Union or who fails to timely pay its weekly payroll. However, prior to withholding its members' services on account of a failure to make timely payments to the Union Health & Welfare, Pension, Vacation and Holiday, Apprentice and Training, or Industry Funds, the Union involved will give ten (10) days' (unless a lesser period is provided within the applicable craft union agreement, but in no event less forty-eight (48) hours') written notice of such failure to pay by registered or certified mail, return receipt requested, to the involved Employer and to the General Contractor. Representatives of the parties to the dispute will meet within the ten-day period to attempt to

resolve the dispute.

SECTION 4. Expiration of Local and Other Applicable Agreements

It is specifically agreed that there shall be no strike, sympathy strike, picketing, lockout, handbilling, slowdown, withholding of work, refusal to work, walk-off, sick-out, sit-down, stand-in, wobble, boycott or other work stoppage, disruption, advising the public that a labor dispute exists or impairment of any kind, for any reason by the Unions or employees employed on the Project, at the job site of the Project as a result of the expiration of any local, regional or other applicable labor agreement having application at the Project and/or failure of the parties to that agreement to reach a new contract. In the event that such a local, regional, or other applicable labor agreement does expire and the parties to that agreement have failed to reach agreement on a new contract, work will continue on the Project on one of the following two basis, both of which will be offered by the Union(s) involved to the Owner and the Employers affected:

A. Each of the Union(s) with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contact, except that the Union(s) involved in such expiring contract(s) may each propose wage rates and employer contribution rates to employee benefit funds different from what those wage rates and employer contributions rates were under the expiring contract(s). Said interim agreement(s) would be superseded by any subsequently reached industry agreement(s) as of the date the industry agreement is reached. The terms of the Union's interim agreement offered to the Owner and the other Employers will be no less favorable than the terms offered by the Union to any other employer or group of employers covering new commercial high rise construction work in Los Angeles County; and

B. Each of the Union(s) with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, if the Employer(s) affected by that contract agree to the following retroactivity provision: if a new local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Employer shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new local, regional or other applicable agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactivity period. All parties agree that such affected Employer shall be solely responsible for any retroactive payments to its employees and that neither the Employers nor the Owner has any obligation, responsibility or liability whatsoever for any such retroactive payments or collection of any such retroactive payments from any other employer.

C. Some Employers may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph (A) above and other Employers may elect to continue to work on the Project under the retroactivity option offered under

paragraph (B) above. To decide between the two options, Employers will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Employer, in writing, its specific offer of terms of the interim agreement pursuant to paragraph (A) above, whichever is the later date. Should any Employer fail to timely elect which option they will be using, the General Contractor may decide which option to be used for those contractors and subcontractors failing to make a timely election.

SECTION 5. Expedited Arbitration for Work Stoppages and Lockouts

In lieu of, or in addition to, any other action at law or equity, which is also available, any party may institute the following procedure when a breach or violation of Sections 2, 3, or 4 of this Article is alleged:

A. The party invoking this procedure shall notify either Louis Zigman, Michael Rappaport or Fred Horowitz, who the parties agree shall be the three permanent Arbitrators under this procedure. In the event that none of the three permanent Arbitrators is available for a hearing within 24 hours, any one of the three permanent Arbitrators who is notified shall appoint his alternate to hear the matter. Notice to the Arbitrator shall be by the most expeditious means available, including telephone, with notice by FAX to the party alleged to be in violation.

B. Upon receipt of said notice, any one of the three Arbitrators named above (whichever one is notified by the invoking party) or his alternate shall set and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists.

C. The Arbitrator shall notify the parties by FAX of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an award by the Arbitrator.

D. The sole issue at the hearing shall be whether or not a violation of Sections B, C or D of this Article has in fact occurred and the Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement, of the Award. If the Arbitrator finds that a violation of Sections 2, 3 or 4 of this Article has occurred, then the Arbitrator in his written Award shall order cessation of the violation of this Article and a return to work and other appropriate relief, and such Award shall be served on all parties by hand or registered mail upon issuance. The Award will be final and binding on all parties to this Agreement.

E. Such Award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. FAX notice of the filing of such enforcement proceedings shall be given to

the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award all parties waive the right to hearing and agree that such proceedings may be ex-parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

F. Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the parties to whom they accrue.

G. The fees and expenses of the Arbitrator shall be divided equally between the moving party or parties and the party or party's respondent.

H. The procedures contained in Section E shall be applicable to alleged violations of these Sections 2, 3 or 4 of this Article. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation or mitigation of any violation of Section 2, 3 or 4 of this Article, shall be resolved under the grievance adjudication procedures of Section 1 of this Article.

ARTICLE VI
MOST FAVORED EMPLOYERS CLAUSE

The Unions agree that the Employers signatory to this Agreement shall be automatically entitled to, and shall have the immediate full benefit of, any term(s) and condition(s) granted by the Unions to any employer or group of employers covering new commercial construction work in Los Angeles County on a project of fifty (50) million dollars or more within twenty-five (25) miles of this Project, if said term(s) and condition(s) are more favorable than the provisions of this Agreement or of the current, local collective bargaining agreements of the signatory unions to which Employers subject to this Agreement are party pursuant to Article IV, Section 1, B.

ARTICLE VII
BENEFICIAL OCCUPANCY BY THE OWNER

It is anticipated that the Owner, State, County, or the Project Company - Long Beach Judicial Partners, may commence operations with its own production and maintenance employees prior to the completion of all phases of the construction work. It will therefore be necessary for the Owner to take over various portions of the buildings, systems, and equipment while construction of various other portions continues. The procedure to be employed in such a takeover is as follows: When the Owner determines that a portion of the work is mechanically or operationally complete, it shall identify such areas, systems or equipment by use of a tagging system (or similar system). Work will be considered complete when it is reasonably ready for its intended use, and the Owner shall thereafter have beneficial occupancy of the involved areas, systems, or equipment.

It is intended that employees of the Owner will commence working in such areas after the

takeover by the Owner. Thereafter, any remaining original construction work, such as painting, installing missing parts, insulation and work normally performed by the respective crafts shall be completed by the Employers and their employees without incident and without the occurrence of any conduct described in Article V. It is understood that "non-construction" work in such areas, e.g., routine maintenance or repair, is the work of the Owner's employees.

ARTICLE VIII
SAFETY

A. All Federal and State safety rules, regulations, orders, and decisions shall be binding upon the Employers and shall be applied to all work covered by this Agreement.

B. It will not be a violation of this Agreement, when an Employer considers it necessary to shut down to avoid the possible loss of human life, because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the Employer requests employees to stand by, the employees will be compensated for the stand by time.

ARTICLE IX
GENERAL SAVING CLAUSE

It is not the intention of the parties hereto to violate the laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of this Agreement are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of this Agreement shall remain in force and effect unless the part so found to be void is wholly inseparable from the remaining portions of this Agreement. Further, all parties agree that if and when any or all provisions of this Agreement are finally held or determined to be illegal or void by a court of competent jurisdiction, an effort will be made by the General Contractor and the Unions signatory to this Agreement, to then promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of any applicable law and the intent of the parties hereto.

ARTICLE X
NON DISCRIMINATION

The local unions shall refer all applicants for employment without discrimination against any applicant by reason of age, race, color, creed, religion, sex or national origin.

ARTICLE XI
JOINT ADMINISTRATIVE COMMITTEE

A. The parties acknowledge the goal of promoting harmonious labor management relations and adequate communications and, therefore, establish a six (6) person Joint Administrative Committee (JAC). This JAC shall be comprised of three (3) representatives

selected by the General Contractor and three (3) representatives selected by the Council. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement.

B. The JAC shall meet when requested by either the General Contractor or the Council, to monitor compliance with the terms and conditions of this Agreement, to review the implementation of this Agreement, the progress of the Project and resolve problems or disputes. A unanimous decision of the JAC shall be final and binding upon all Parties. However, the JAC shall have no authority to make determinations upon or to resolve grievances arising under this Agreement.

C. A quorum will consist of at least two (2) General Contractor and two (2) Council appointed representatives. For voting purposes, only an equal number of General Contractor and Council appointed representatives present may constitute a voting quorum.

ARTICLE XII
ENTIRE UNDERSTANDING

The parties agree that the total results of their bargaining are embodied in this Agreement and neither party is required to render any performance not set forth in the wording of this Agreement, or to bargain during the term of this Agreement about any matters unless required to do so by the terms of this Agreement. This Agreement may be amended only by written agreement signed by the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the day and year first above written. The officials signing this Agreement warrant and collectively bargain on behalf of the organizations whom they represent and the members of such organizations.

Dated: 12/9/2011

CLARK CONSTRUCTION GROUP, LLC

Dated: 11/30/2011

LAOCBCTC

PROJECT NAME **New Long Beach Court Building Project**

LOS ANGELES/ORANGE COUNTIES BUILDING & CONSTRUCTION TRADES COUNCIL'S AFFILIATED CRAFTS Signatory to this Agreement:

Heat & Frost Insulators Local #5

Boilermakers Local #92

Bricklayers Local #4

Tile Layers Local #18

Electrical Workers Local #11

Elevator Constructors Local #18

Operating Engineers Local #12

Operating Engineers Local #12

Operating Engineers Local #12

Gunite #345

Iron Workers Local #416

Iron Workers Local #433

Laborers Local #507

Painters District Council #36 & Allied Trades
(Glaziers, Resilient Floor & Drywall Taping & Fin.)

U.A. Steamfitters Local #250

U.A. Irrigation & Landscape Local #345

Plumbers Local #494

U.A. Fire Protection Fitters Local #709

Plasterers Local #200

Cement Masons Local # 500

Plaster Tenders Local #1414

Roofers Local #36

Sheet Metal Workers Local #105

Teamsters Local #986

Teamsters Local #848

Southwest Regional Council of Carpenters

ATTACHMENT A – LETTER OF ASSENT

To be signed by all Contractors and Subcontractors awarded work covered
By the New Long Beach Court Building
Project Labor Agreement prior to commencing work

[Contractor's Letterhead]

Clark Construction Group, LLC

Re: New Long Beach Court Building Project Labor Agreement – Letter of Assent

Dear Sir:

This is to confirm that [Name of Company] agrees to be party to and bound by the New Long Beach Court Building Project Labor Agreement, effective _____, 2011, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the Agreement undertaken by this Company on the Project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work on the Project.

Sincerely,

[Name of Construction Company]

By: _____
Name and Title of Authorized Executive

[Copies of this Letter must be submitted to the Building Trades Council pursuant to Article IV, Section 1. D.]

Los Angeles/ Orange Counties Building Trades Council

Project Labor Agreements

Fully executed since 2008

Wetherly Project **$110 million**

New Hotel and condominium complex

Port of Long Beach Phase I **$150 million**

New cargo terminal facilities

City of Carson **$10 million**

Multiple redevelopment projects

City of Los Angeles
Board of Public Works **$2.2 billion**

103 individual municipal projects constructed under Los Angeles City Board of Public Works 5-year agreement

Port of Los Angeles **$1.2 billio**n

35 redevelopment and new construction projects constructed under a 5-year agreement

Martin Luther King, Jr., Hospital **$200 million**

New 100-bed ambulatory center

Emerson College **$90 million**

New college and dorms

Argyle Hotel **$50 million**

14-story; 50-room hotel

Metropolitan Transportation Authority (MTA) **$40 billion**

L.A County multi-project transit grid
built under Measure R
Orange Line; Crenshaw Line; Wilshire Corridor;
Downtown connector; Green Line;
multiple road and bridge expansion
and renovation

University of Southern California
University Village **$2 billion**

5200 Residential student & faculty
housing, supermarkets; restaurants;
classroom & science facility;
parking structure and infrastructure

Expo Line Phase II **$1.8 billion**

9 miles transit line
downtown L.A. - Santa Monica

Centinela Valley Unified HS **$230 million**

School District Bond
various modernization and school additions

Los Angeles International Airport
LAX (World Airports) *Extension* **$2 billion**

New terminals and terminals upgrades

Port of Long Beach
Middle Harbor Phase II **$200 million**

Harbor modernization

Long Beach Courthouse **$200 million**
New state court house

Water Replenishment District **$50 million**
New water treatment plant

Gerald Desmond Bridge **$960 million**
Bridge Replacement

Port of Long Beach
North Middle Harbor **$100 million**
Harbor Modernization

Silver Lake Reservoir **$80 million**
Underground water storage

Barlow Hospital **$80 million**
Hospital modernization

City of Baldwin Park
Parking Structure **$6 million**
New parking structure

Upper San Gabriel Water District **$50 million**
various treatment and pumping stations

Central Water Basin Water District **$80 million**
various treatment and pumping stations

Pasadena Unified School District **$60 million**
new school and classroom modernization

Courtyard Marriott Residence Inn **$100 million**
22-story hotel tower

NBC Universal Studios **$1.6 billion**
Studio upgrade; theme park
expansion and 2 hotel towers

Century Plaza Hotel **$1.6 billion**
16-story Hotel renovation
2 new 46-story towers

Boyle Heights **$2.2 billion**
4,200 Residential
3000 sq. Ft. of commercial on 70 acres

Lynwood Unified School District **$93 million**
Bond Measure K
Improvement/modernization

Century City Center **$300 million**
37-story office tower
platinum green LEED certified

Wilshire Grand Hotel **$1 billion**
73 story hotel and office

Los Angeles Department of Water
and Power (Scattergood) **$945 million**
Addition of 4 new power generation units

BNSF Railway
Southern California International Gateway **$500 million**
Rail yard

Los Angeles Unified School District
PLA Extension
10 year extension covering **$7 Billion**

Parcel M Grand Avenue
19 story Apartment Tower **$120 million**

United States Courthouse **$500 million**
Los Angeles

State Building and Construction Trades Council of California

ROBBIE HUNTER
PRESIDENT

J. TOM BACA
SECRETARY-TREASURER

Chartered by
BUILDING AND CONSTRUCTION TRADES DEPARTMENT
AFL - CIO

Via Email judicialcouncil@jud.ca.gov

June 27, 2013

Judicial Council of California
455 Golden Gate Avenue
San Francisco, CA 94102-3688

Re: Project Labor Agreement for the San Diego New Central Courthouse Project

Dear Judicial Council Members:

I wish to respond to the many inaccuracies in the letters that you received about the Project Labor Agreement for the San Diego New Central Courthouse Project that was entered into by construction manager at risk Rudolph and Sletten, the State Building and Construction Trades Council of California, the San Diego County Building and Construction Trades Council, and the many local trade unions in the geographic area.

The Project Labor Agreement ("PLA") will provide the framework for the many years of close cooperation between and among the construction manager, a large group of contractors and subcontractors, and multiple labor organizations that will be essential to successful performance of the project work for the new courthouse facility. Such a framework will enable contractors and subcontractors to perform the project work with a highly-skilled and streamlined workforce, while at the same time meeting the project goals for employing local workers.

Similar project labor agreements have been used for decades as a construction management tool on large, multi-year construction projects in both the public and private sectors to provide a wrap-around labor agreement that avoids any disruption of work due to jurisdictional disputes or the expiration of local collective bargaining agreements and allows for the standardization of practices like shift scheduling and drug testing. Both the federal government, through Executive Order 13502, and the state government, through Public Contract Code Sections 2500-2503, endorse the use of project labor agreements as a construction management tool on major projects.

Before turning to the misrepresentations in the letters criticizing this PLA, it bears emphasis that the critics who have written to Judicial Council members about the PLA are ideological opponents of labor unions, not the major stakeholders in the California construction industry who would be reliable partners in completing a major infrastructure project. The largest of these groups, the Associated Builders and Contractors ("ABC") is a right-wing political advocacy organization with a national agenda of attacking labor

unions, not a true representative of the California construction industry. ABC's members in California include only about *three-tenths of one percent* of the State's licensed contractors. ABC's letter professes an interest in apprenticeship training, but in California about 95 percent of the construction apprentices in state-approved programs are indentured in apprenticeship programs jointly sponsored by labor unions and signatory contractors. The National Labor College recently analyzed ABC's operations and concluded that ABC is "an astro-turf political organization with a well-funded PR and lobbying machine, and a slight capacity for workforce development."[1]

With this background in mind, I would like to respond specifically to the unfair criticisms of this PLA, which was negotiated at arms length by a very experienced construction manager at risk and by labor federations that have structured similar project labor agreements to successfully complete billions of dollars of work for public and private owners.

As an initial matter, it is not true that the PLA precludes workers who are not members of labor unions from performing project work. The PLA provides exactly the opposite, stating in Article IV, Section 2(B) that "[n]o employee covered by this Agreement shall be required to join any union as a condition of being employed, or remaining employed, for the completion of this Project work." The PLA also provides in Article X that "[t]he Unions and Employers agree that they will not discriminate against any employee or applicant for employment . . .on the basis of . . .membership in any labor organization."

It also is not true that the PLA precludes contractors from performing project work unless they are otherwise signatory with labor unions. To the contrary, the PLA provides in Article III, Section G that "[n]othing in this Agreement shall be construed to limit the right of any of the Employers to select the lowest bidder they deem qualified for the award of contracts or subcontracts." Under Article IV, Section 1(B) & (C), any bidder may perform work on the project by signing a Letter of Assent to the PLA.

There also is no basis for the argument that this PLA would increase project costs. The project work already is covered by California's Prevailing Wage Law, so variations in wage-and-benefit expenses are not going to be the driver of project costs. The PLA provides the framework for performing the project work with the most streamlined and efficient workforce and without any delays due to labor disputes, which could significantly raise project costs on a project of this magnitude.

To that end, the PLA provides in Article III, Section B that "[t]here shall be no restrictions on the efficient use of manpower other than as may be required by safety regulations and the [construction manager's] safety program," and that "[t]he Employers may utilize the most efficient methods or techniques of construction, tools or other labor saving devices to accomplish the work." The PLA also contains procedures for settling all grievances and jurisdictional disputes through arbitration, and provides in Article V,

[1] In California, ABC's Golden Gate Chapter ran an apprenticeship program for more than a decade without graduating a single apprentice. A copy of an August 10, 2007 letter from ABC's Golden Gate Chapter to the California Division of Apprenticeship Standards, admitting that the 1995-2007 graduation rate for apprentices in ABC's construction craft laborer apprenticeship program was 0%, is enclosed with this letter.

Section 3(A) that "[d]uring the existence of this Agreement there shall be no strike, sympathy strike, picketing, lockout, handbilling, slowdown, withholding of work . . . or other disruptive activity for any reason." Article V, Section 5 provides for immediate, expedited arbitration and huge fines if this provision is violated.

An important aspect of project labor agreements is that contractors and their associations are also barred from delaying project work through lockouts. The last two industrywide stoppages of construction work in Southern California occurred because of lockouts by contractors after the expiration of master labor agreements. The PLA ensures that such labor disputes would not impact project work covered by the PLA.

The letters to the Judicial Council criticizing the PLA suggests that project costs will increase because contractors will refuse to bid for project work. But that certainly is not the experience under any of the other project labor agreements covering major construction programs in California. More than one-third of the repeat contractors under the LAUSD's Project Stabilization Agreement have been non-union contractors. The San Diego Unified School District uses a project labor agreement for all its Proposition S projects, and the Los Angeles Community College District uses a project labor agreement for its Proposition A, AA and Measure E facilities. The San Francisco Public Utilities Commission is using a project labor agreement for its Hetch Hetchy Water System Improvement Program projects. These awarding bodies have not experienced or projected any shortage of bidders.

I am enclosing with this letter a presentation by the City of Los Angeles Department of Public Works entitled "Project Labor Agreements (PLAs): Are they Fair and Beneficial?" The presentation contains hard data showing that PLAs did not increase project costs based on experience with multiple projects worth billions of dollars.

I am also enclosing two letters about project labor agreements that I prepared for the Exposition Metro Line Construction Authority in Los Angeles when I was with the Los Angeles and Orange Counties Building and Construction Trades Council. The Authority decided to move forward with a project labor agreement, and work is being performed under that agreement now. One letter reports on the success of the project labor agreement used by the Los Angeles Unified School District in meeting goals for local hire and the use of small business enterprises for a multi-billion dollar construction program. The data shows that 67 percent of hours worked were performed by County residents and $3.7 billion (47 percent) of the work was awarded to small business enterprises. The other letter reports on the success of the project labor agreement used by the Los Angeles Community College District. The data also shows that over the course of multiple projects covered by the project labor agreement, the LACCD received an average of 9 competing bids for project work and that the winning bids were significantly under the engineers' estimates.

In short, the actual experience under major project labor agreements in Southern California, over the course of many years and multiple projects, is that they are a sound construction management practice. Critics of project labor agreements are asking the Judicial Council to sacrifice sound construction management practices to pursue an ideological agenda, claiming that "84% of California workers are non-union" so there is

no need to work with labor organizations in completing a major project. But the relevant workforce here consists of skilled construction workers. As stated above, 95 percent of the apprentices in state-approved construction apprenticeship programs are in joint labor-management programs, and that figure has held steady for many years. Every recent major infrastructure project in California has been performed largely or entirely with union labor. The success of the courthouse project necessarily depends on many years of continuing cooperation among multiple contractors and subcontractors and multiple labor organizations from multiple crafts. The PLA provides the framework for that success.

As the President of the State Building and Construction Trades Council of California, a federation of 22 local building trades councils, 13 district labor councils, and 134 local unions that represent more than 395,000 construction workers in California, I look forward to working with the construction manager, the contractors, and the subcontractors to build a new courthouse project that will make Californians proud.

Sincerely,

Robbie Hunter
President

RH:mb
opeiu#29/afl-cio

Enclosure(s)

PROJECT LABOR AGREEMENTS (PLAs)

Are They Fair and Beneficial?

Presentation Done By City of Los Angeles
Department of Public Works
Bureau of Contract Administration
February 2010

City of Los Angeles Department Of Public Works
PLA Projects (As of November 2009)

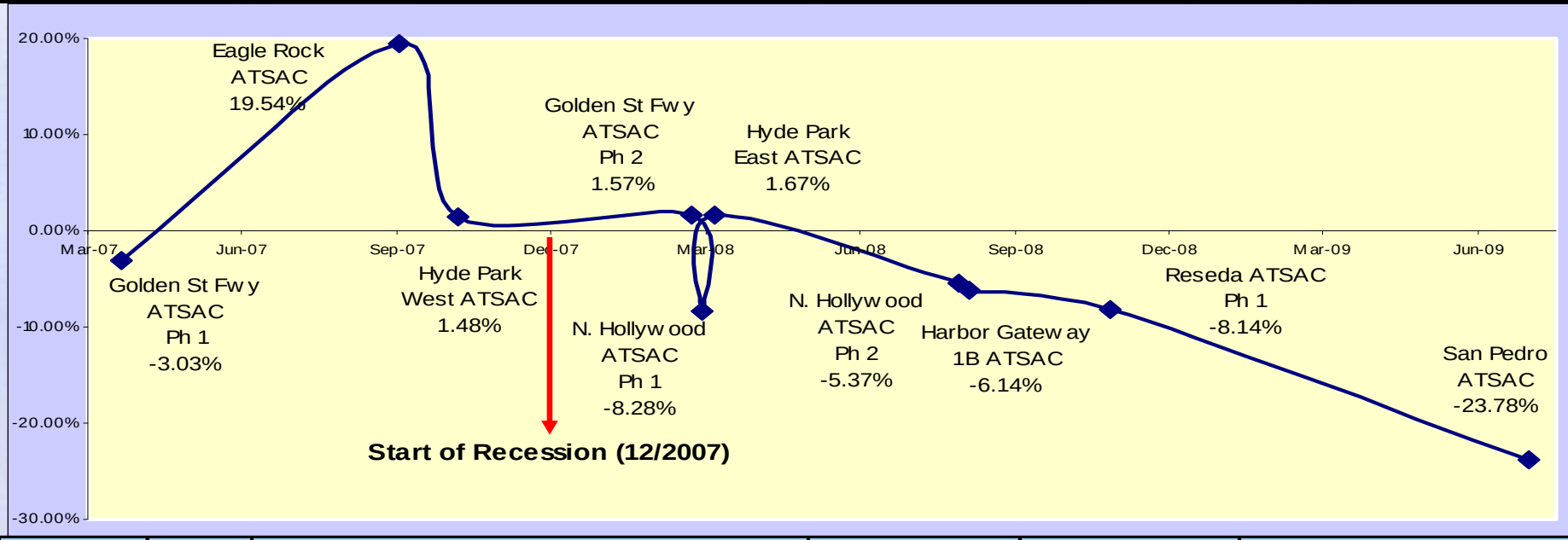
Award Date	Project	Prime Contractor	Contract Amount	Percent Completion
1/5/2001	North Outfall Sewer – East Central Interceptor Sewer	Kenny Shea Traylor Frontier-Kemp JV	$240,350,000	100%
6/5/2002	Northeast Interceptor Sewer	Traylor Shea Frontier-Kemper Kenny JV	$162,158,760	100%
6/29/2005	Harbor Replacement Station and Jail	Pinner Construction	$34,758,000	100%
12/23/2005	Metro Detention Center	Bernard Brothers	$73,889,000	99.9%
3/29/2006	Hollenbeck Police Station	FTR International	$31,100,000	100%
9/27/2006	Police Administration Building	Tutor Saliba	$231,377,246	99.9%
10/2/2006	Fire Station 64	USS CalBuilders	$11,985,000	99%
6/27/2007	Ave 45 and Arroyo Drive Relief Sewer	Buntich/Pacific, A Joint Venture	$43,359,945	72%
11/7/2007	PAB Main Street Parking/Motor Transportation Division and AISO	S.J. Amoroso Construction	$65,877,000	99.9%
4/28/2008	ATSAC North Hollywood Phase 1	Moore Electric	$5,597,321	90%
5/2/2008	ATSAC Hyde Park East	Terno, Inc.	$5,195,090	95%
9/10/2008	ATSAC Harbor Gateway Phase 1	J. Fletcher Creamer & Sons, Inc.	$9,220,500	75%
9/15/2008	ATSAC North Hollywood Phase 2	KDC, Dynalectric	$8,703,779	88%
12/8/2008	ATSAC Reseda Phase 1	J. Fletcher Creamer & Sons, Inc.	$8,267,000	64%
8/19/2009	San Pedro ATSAC System	KDC, Dynalectric	$7,333,027	0%
8/19/2009	ATSAC Coastal / West LA Transportation Improvement	CSI Electrical Contractors, Inc.	$987,013	0%
10/9/2009	Platt Ranch ATSAC System	C.T.&F.	$3,620,636	0%

- **All Projects: $943,779,317**

Will PLAs Cost The City More?

ANSWER: **No**	REASON
PLAs provide for orderly settlements of labor disputes and grievances without STRIKES, LOCKOUTS or SLOWDOWNS which assures for the efficient and timely completion of the public works project.	PLA Agreement

DO PLAs Cost More?

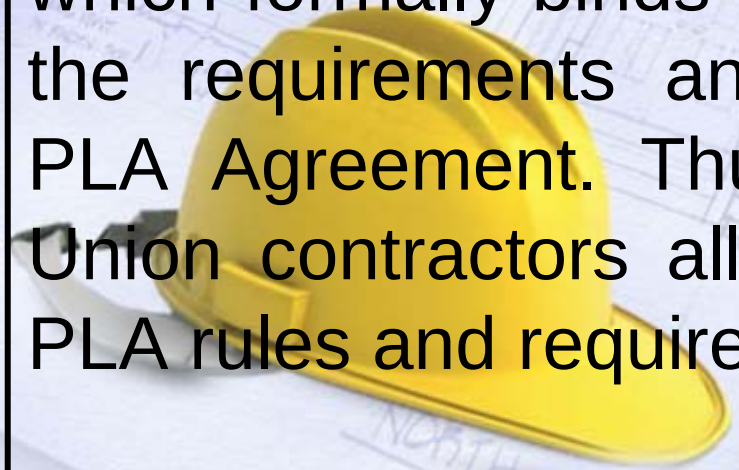


Bid Dates	PLA Project	Project Name	City Engineer's Bid Estimate	Awarded Contractor's Bid	% Difference Between Bid Estimate and Contractor's Bid
3/21/2007		Golden State Fwy Corridor ATSAC Incl ATCS - Phase 1	$6,682,400.00	$6,479,900.00	-3.03%
9/5/2007		Eagle Rock ATSAC	$4,972,600.00	$5,944,000.00	19.54%
10/10/2007		Hyde Park West ATSAC	$5,832,800.00	$5,918,900.00	1.48%
2/27/2008		Golden State Freeway Corridor ATSAC Including ATCS - Phase 2	$9,962,500.00	$10,119,300.00	1.57%
3/5/2008	✓	North Hollywood ATSAC Phase 1	$6,102,600.00	$5,597,321.00	-8.28%
3/12/2008	✓	Hyde Park East ATSAC	$5,109,600.00	$5,195,090.00	1.67%
8/6/2008	✓	North Hollywood ATSAC Phase 2	$9,197,500.00	$8,703,779.00	-5.37%
8/13/2008	✓	Harbor Gateway 1B ATSAC System	$9,823,500.00	$9,220,500.00	-6.14%
11/5/2008	✓	Reseda ATSAC Phase 1	$9,000,000.00	$8,267,000.00	-8.14%
7/15/2009	✓	San Pedro ATSAC	$9,621,200.00	$7,333,027.00	-23.78%

This table lists the various ATSAC PLA projects that have been awarded during the past 2 fiscal years. The trend shows that after the PLA was implemented, the bids were for the most part awarded lower than the engineers' estimate. And on average, all bids submitted after the PLA were either closer or lower than the engineer's estimate compared to those prior to PLA. The bid amounts appear to be more of a function of the state of the industry.

Will PLAs Help Level The Playing Field For All Contractors?

ANSWER: **Yes**	REASON
All contractors are required to pay prevailing wage rates on all Public Works projects. **HOWEVER,** PLAs also require all contractors to sign a Letter of Assent which formally binds them to adhere to all the requirements and conditions of the PLA Agreement. Thus, Union and Non-Union contractors all abide by the same PLA rules and requirements.	California Labor Code Article 3.3 of PLA Agreement



PLAs and Prevailing Wage

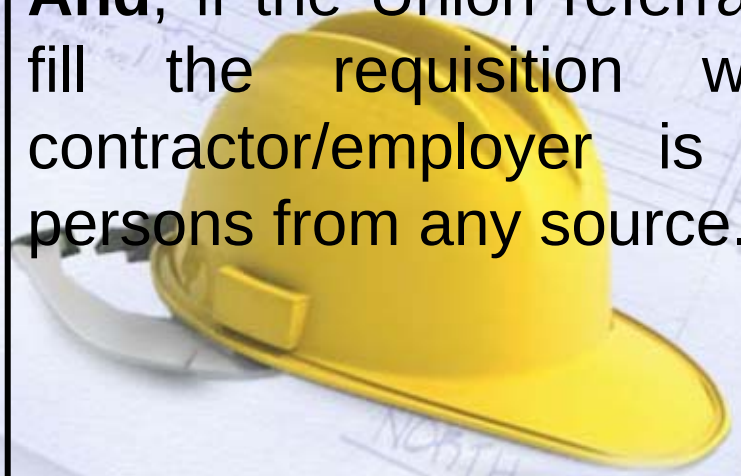
- **Sample Union Carpenter Wage**
- Basic Rate $31.71/hr
- Health/Welfare $3.95/hr
- Pension $1.11/hr
- Vac/Holiday $3.01/hr
- Training $0.40/hr
- Carpenter Co-op $0.21
- Industry Advancement $0.06
- Management/Labor Trust $0.06
- Total $40.51/hr

- **State Carpenter Prevailing Wage**
- Basic Rate $31.71
- Health/Welfare $3.95/hr
- Pension $1.11/hr
- Vac/Holiday $3.01/hr
- Training $0.40/hr
- Other $0.29/hr
- Total $40.47/hr

Hour for hour, a non-signatory contractor is only required to pay the State's Prevailing Wage rate. In the event the Union rate for the same craft is higher, a non-signatory contractor is not required to pay the higher Union rate.

Will PLAs Prevent Non-Union Contractors From Using Their Own Work Crews?

ANSWER: **No…And**	REASON
Currently contractors can employ one ‘core’ employee to one hiring hall employee of the affected craft until ten such ‘core’ employees have been hired. Thereafter all additional employees shall be hired from the hiring hall list.	Article 7.1.1
And, if the Union referral facilities are unable to fill the requisition within 48 hours, the contractor/employer is free to obtain work persons from any source.	Article 7.1.1



Will PLAs Cost More For Non-Union Contractors?

ANSWER: Possibly…But…However	REASON
Possibly in instances when the Non-Union contractor provides benefits to workers. All contractors are required to comply with paying all fringe benefits to the Unions' 3rd party trust and in some instances, the craft unions may require monthly working dues and any non-initiation fees as it applies to their signatory members.	Article 4 of PLA
But: 1) All workers become "members" of the Union's bargaining unit and enjoy the same benefits (when they become eligible) and protection as union workers while on the project; 2) Non-union contractors have access to the Union's skilled workforce as well as their apprentices.	Article 4 of PLA

However…

Random Survey of 13 Public Works Construction Projects

Benefits Provided By Contractors and/or Subcontractors

Summary	13 Various Public Works projects ranging from Police Building, Animal Shelter, Street & Road Widening, Sewer Projects, Treatment Plant Battery Modifications, Library, Fire Station, Street Lighting, and Automated Traffic System.
	Only 10 of 72 non-union contractors (prime or sub) offered some form of benefit(s) (i.e. health, vacation or pension).

***Information based on submitted Fringe Benefit Statements (FBS). FBS are submitted by contractors with their certified payrolls. The statement provides an itemization of the benefits, amount, and organization to whom benefits are paid.**

Union and Non-Union Subcontractors***

Street Widening $26,803,069.00

	Union	Benefits Offered		Non-Union	Benefits Offered
1	**Prime**	■	1	Subcontractor 12	☐
2	Subcontractor 1	■	2	Subcontractor 13*	■
3	Subcontractor 2	■	3		☐
4	Subcontractor 3	■	4		☐
5	Subcontractor 4	■	5		☐
6	Subcontractor 5	■	6		☐
7	Subcontractor 6	■	7		☐
8	Subcontractor 7	■	8		☐
9	Subcontractor 8	■	9		☐
10	Subcontractor 9	■	10		☐
11	Subcontractor 10	■	11		☐
			*	H& W Blue Shield; Pension- 401K-Franklin Templeton	☐

AIR TREATMENT FACILITY $13,385,862.06

	Union	Benefits Offered		Non-Union	Benefits Offered
1	**Prime***	■	1	Subcontractor 7	☐
2	Subcontractor 1	■	2	Subcontractor 8	☐
3	Subcontractor 2	■	3	Subcontractor 9**	☐
4	Subcontractor 3	■			☐
5	Subcontractor 4	■			
6	Subcontractor 5	■			
7	Subcontractor 6	■			
8		☐			
9		☐			
10		☐			
11		☐			
12		☐			
13		☐			
14		☐			
*	Benefits paid to Carpenters, Laborers Trusts		**	Benefits paid in cash to electricians	

Union and Non-Union Subcontractors***

Neighborhood City Hall $9,994,000.00					
	Union	Benefits Offered		Non-Union	Benefits Offered
1	**Prime**	■	1	Subcontractor 18	☐
2	Subcontractor 1	■			☐
3	Subcontractor 2	■			☐
4	Subcontractor 3	■			☐
5	Subcontractor 4	■			☐
6	Subcontractor 5	■			☐
7	Subcontractor 6	■			☐
8	Subcontractor 7	■			☐
9	Subcontractor 8	■			☐
10	Subcontractor 9	■			☐
11	Subcontractor 10	■			☐
12	Subcontractor 11	■			☐
13	Subcontractor 12	■			☐
14	Subcontractor 13	■			☐
15	Subcontractor 14	■			☐
16	Subcontractor 15	■			☐
17	Subcontractor 16	■			☐
18	Subcontractor 17	■			☐

PRIMARY BATTERY MODIFICATIONS $31,171,000.00					
	Union	Benefits Offered		Non-Union	Benefits Offered
1	**Prime**	■	1	Subcontractor 8	☐
2	Subcontractor 1	■	2	Subcontractor 9*	■
3	Subcontractor 2	■	3		☐
4	Subcontractor 3	■	4		☐
5	Subcontractor 4	■	5		☐
6	Subcontractor 5	■	6		☐
7	Subcontractor 6	■	7		☐
8	Subcontractor 7	■	8		☐
		☐		*HW $4.16 Anthem Blue Cross	☐
				*Vacation $1.99 Paid to worker	☐
				*Pension $5.25 Great Western	

Union and Non-Union Subcontractors***

Branch Library $11,276,000.00					
Union		Benefits Offered	Non-Union		Benefits Offered
1	Subcontractor 1	■		**Prime**	☐
2	Subcontractor 2	■		Subcontractor 18	☐
3	Subcontractor 3	■		Subcontractor 19	☐
4	Subcontractor 4	■		Subcontractor 20	☐
5	Subcontractor 5	■		Subcontractor 21	☐
6	Subcontractor 6	■		Subcontractor 22	☐
7	Subcontractor 7	■		Subcontractor 23	☐
8	Subcontractor 8	■		Subcontractor 24	☐
9	Subcontractor 9	■		Subcontractor 25	☐
10	Subcontractor 10	■		Subcontractor 26*	■
11	Subcontractor 11	■		Subcontractor 27	☐
12	Subcontractor 12	■			☐
13	Subcontractor 13	■			☐
14	Subcontractor 14	■			☐
15	Subcontractor 15	■			☐
16	Subcontractor 16	■			☐
17	Subcontractor 17	■			
				* Health - Pacific Care	☐

Refurbishment of Building and Grounds $1,696,155.00					
Union		Benefits Offered	Non-Union		Benefits Offered
1		☐	1	**Prime**	☐
2		☐	2	Subcontractor 1	☐
3		☐	3	Subcontractor 2	☐
4		☐	4	Subcontractor 3	☐
5		☐	5	Subcontractor 4	☐
6		☐	6	Subcontractor 5	☐
7		☐	7		☐

Union and Non-Union Subcontractors***

FIRE STATION $11,940,000.00

	Union	Benefits Offered		Non-Union	Benefits Offered
1	Subcontractor 1	■	1	Subcontractor 13	□
2	Subcontractor 2	■	2	Subcontractor 14	□
3	Subcontractor 3	■	3	Subcontractor 15*	■
4	Subcontractor 4	■	4	Subcontractor 16	□
5	Subcontractor 5	■	5	Subcontractor 17	□
6	Subcontractor 6	■	6	Subcontractor 18	□
7	Subcontractor 7	■	7	Subcontractor 19	□
8	Subcontractor 8	■	8	Subcontractor 20	□
9	Subcontractor 9	■	9	Subcontractor 21	□
10	Subcontractor 10	■	10	Subcontractor 22	□
11	Subcontractor 11	■	11	**Prime****	■
12	Subcontractor 12	■	12	Subcontractor 23	□
			13	Subcontractor 24	□
			14	Subcontractor 25**	■
				* operating engineers pd to trust;others -cash	
				** option to join 401 K and medical	

Street Sewer Repair $4,822,887

	Union	Benefits Offered		Non-Union	Benefits Offered
1	**Prime**	■	1	Subcontractor 5	■
2	Subcontractor 1	■	2	Subcontractor 6	■
3	Subcontractor 2	■	3	Subcontractor 7	□
4	Subcontractor 3	■			□
5	Subcontractor 4	■			□
		□			□

Union and Non-Union Subcontractors***

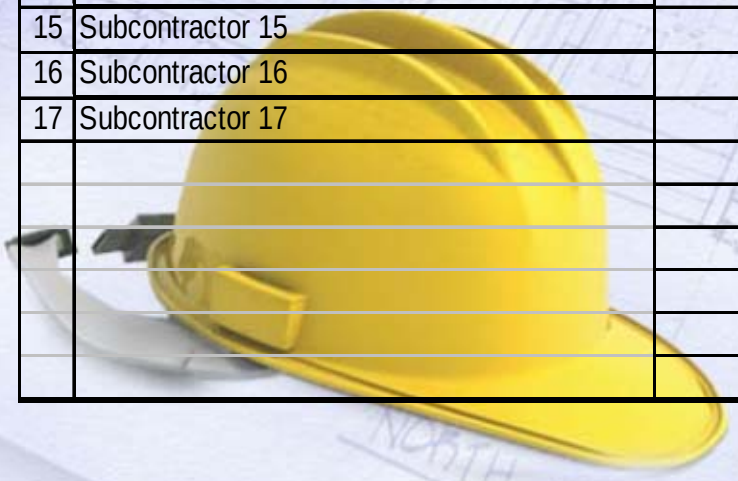
Street Lighting Project $2,740,099.22					
	Union	Benefits Offered		Non-Union	Benefits Offered
1	**Prime**		1		
2	Subcontractor 1		2		
3	Subcontractor 2		3		
4	Subcontractor 3		4		

Street Sewer Repair Project 2 $1,839,849.00					
	Union	Benefits Offered		Non-Union	Benefits Offered
1	**Prime**		1	Subcontractor 3	
2	Subcontractor 1		2	Subcontractor 4	

ATSAC Project $10,119,300					
	Union	Benefits Offered		Non-Union	Benefits Offered
1	**Prime**		1	Subcontractor 8	
2	Subcontractor 1				
3	Subcontractor 2				
4	Subcontractor 3				
5	Subcontractor 4				
6	Subcontractor 5				
7	Subcontractor 6				
8	Subcontractor 7				

Union and Non-Union Subcontractors***

Animal Services Center $11,805,000					
	Union	Benefits Offered		Non-Union	Benefits Offered
1	Subcontractor 1	■		**Prime**	■
2	Subcontractor 2	■		Subcontractor 18	■
3	Subcontractor 3	■		Subcontractor 19	■
4	Subcontractor 4	■		Subcontractor 20	■
5	Subcontractor 5	■		Subcontractor 21	■
6	Subcontractor 6	■		Subcontractor 22	■
7	Subcontractor 7	■		Subcontractor 23	■
8	Subcontractor 8	■		Subcontractor 24	■
9	Subcontractor 9	■		Subcontractor 25	■
10	Subcontractor 10	■		Subcontractor 26	■
11	Subcontractor 11	■		Subcontractor 27	■
12	Subcontractor 12	■		Subcontractor 28	■
13	Subcontractor 13	■		Subcontractor 29	■
14	Subcontractor 14	■		Subcontractor 30	■
15	Subcontractor 15	■		Subcontractor 31	■
16	Subcontractor 16	■		Subcontractor 32	■
17	Subcontractor 17	■		Subcontractor 33	■
				Subcontractor 34	■
				Subcontractor 35	■
				Subcontractor 36	■
				Subcontractor 37	■
				Subcontractor 38	■
				Subcontractor 39	■



Union and Non-Union Subcontractors***

Los Angeles Police Station $28,887,000					
	Union	Benefits Offered		Non-Union	Benefits Offered
1	**Prime**			Subcontractor 16.*	
2	Subcontractor 1			Subcontractor 17	
3	Subcontractor 2			Subcontractor 18	
4	Subcontractor 3			Subcontractor 19	
5	Subcontractor 4				
6	Subcontractor 5				
7	Subcontractor 6				
8	Subcontractor 7				
9	Subcontractor 8				
10	Subcontractor 9				
11	Subcontractor 10				
12	Subcontractor 11				
13	Subcontractor 12				
14	Subcontractor 13				
15	Subcontractor 14				
16	Subcontractor 15			*Health Benefit Provided	

***NOTE: Based on Fringe Benefit Statements submitted by the contractor at the time of submission of Certified Payrolls.

Will PLAs Help The City's Local Hire Goals?

ANSWER: **Yes**	REASON
The Unions, as the referral agent of record pledged, to exert their best efforts to recruit, identify and assist individuals, particularly residents of the City as well as those referred by the City's Job Coordinator or City Work Source System for entrance into a joint labor/management apprenticeship program which can lead to a well-paying career in the construction industry.	Article 7.4

Will The City of Los Angeles PLAs Be Fair?

1. **The City does not distinguish whether a contractor is Union or Non-Union in awarding projects with PLA requirements nor for that matter any other City construction project.**

2. **The City awards contracts based on bids submitted and the qualification of the prime bidder.**

Will PLAs Benefit the City in Other Ways?

ANSWER: **Yes**	REASON
All contractors are subscribed to a craft union for the time they are working on a covered PLA project. These subscription agreements make it more difficult for any contractor to not pay at least the prevailing wage rate. The craft unions assist in the monitoring of PLA projects for proper fringe benefit contributions to their 3rd party trust fund.	Article 4 of PLA

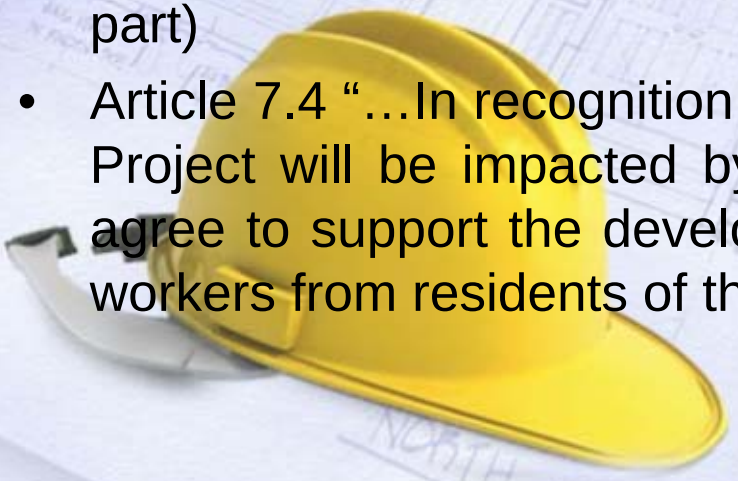
City of Los Angeles Department of Public Works PLA Cited Language

- Article 3.3 “At the time that any Contractor/Employer/Owner Operator enters into a subcontract providing for the performance of a construction contract, the Contractor/Employer/Owner Operator shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor as part of accepting the award of a construction subcontract to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to commencement of work.”

- Article 4.1 “During the existence of this Agreement, there shall be no strike, sympathy strike, picketing, hand billing, slowdown, withholding of work, refusal to work, lockout, sickout, walk-off, sit-down, stand-in, wobble, boycott, or other work stoppage, disruption, advising the public that a labor dispute exists, or other impairment of any kind for any reason by the Unions or employees employed on the Project, at the job site of the Project, or at any other facility of the City because of a dispute on this Project.”

City of Los Angeles Department of Public Works PLA Cited Language

- Article 7.1 “The Union(s) shall be the primary source of all craft labor employed on the Project. However, in the event that a Contractor/Employer has his/her own core workforce, and wishes to employ such core employees to perform covered work, the Contractor shall employ such core workers in accord with the provisions of this Article VII (in part)
- Article 7.1.1 “…The number of core employees on this Project shall be governed by the following procedure: one “core” employee shall be selected and one employee from the hiring hall of the affected trade or craft and this process shall repeat until such Contractor/Employer has hired ten such core employees for that craft, whichever occurs first.” (in part)
- Article 7.4 “…In recognition of the fact that the communities closest to the Project will be impacted by the construction of the Project, the parties agree to support the development of increased numbers of construction workers from residents of these communities.” (in part)



RICHARD N. SLAWSON
Executive Secretary

Los Angeles / Orange Counties Building and Construction Trades Council

Affiliated with the Building & Construction Trades Dept., AFL-CIO

1626 Beverly Boulevard
Los Angeles, CA 90026-5784
Phone (213) 483-4222
(714) 827-6791
Fax (213) 483-4419

December 13, 2010

Board of Directors
Exposition Metro Line
Construction Authority
707 Wilshire Blvd.
34th Floor
Los Angeles, California 90017

Re: Project Labor Agreements

Dear Board Members:

Last week, by letter dated December 10, 2010, we provided you with hard data concerning the successes of the LAUSD's Small Business Enterprise (SBE) outreach and local hire (We Build) programs.

We also wanted to provide to you some hard data to put to rest the arguments used by PLA detractors, who claim that PLAs decrease the number of bidders willing to bid on PLA work and that PLAs increase construction costs to the public owner.

The Building Trades Council has, for a number of years, had in place a PLA with the Los Angeles Community College District ("LACCD"). We recently attended a quarterly meeting of the Los Angeles Community College District Joint Labor Management Committee wherein LACCD construction activity and construction bid activity were reviewed. As to the Construction Bid Activity Status summary report for the period of June 2010 - November 2010 indicates:

1. There were thirteen (13) projects for which bids were received during this period. These projects ranged in size from $120,000 to $45,000,000, according to the Engineer's estimate.

2. There were one-hundred and thirty-three (133) bids received for these thirteen (13) projects, an average of more than **ten (10) bids per project**.

3. The **Engineer's estimate** for the cost of these thirteen (13) projects was **$125,668,000**. The **actual bid amount** for these same thirteen (13) projects was **$82,880,000**, a **34% saving**.

Prior Reports from the LACCD show similar data. For instance, for the period from March through August 2009, the Report that covers that period indicates that

1. There were nineteen (19) projects for which bids were received during this period. These projects ranged in size from $80,000 to $32,000,000, according to the Engineer's estimate.

2. There were one-hundred and seventy-four (174) bids received for these nineteen (19) projects, an average of more than **nine (9) bids per project**.

3. The **Engineer's estimate** for the cost of these nineteen (19) projects was **72,371,000.** The **actual bid amount** for these same nineteen (19) projects was **45,124,994**, a **37.20% saving**.

Similarly, for the period from April through May 2010, the Report for that period indicates that

1. There were seven (7) projects for which bids were received during this period. These projects ranged in size from $100,000 to $693,000, according to the Engineer's estimate.

2. There were fifty-six (56) bids received for these seven (7) projects, an average of more than **eight (8) bids per project**.

LACCD SUSTAINABLE BUILDING PROGRAM

RECENT CONSTRUCTION BID ACTIVITY STATUS

June 2010 - November 2010

PROJECT NAME	Engineers Estimate	Campus	Bid Opening	Number of Bids	Awardee	Bid Amount
Temporary CDC Re-Use	$800,000	Pierce	7/27/2010	12	GMX Construction, Inc.	$650,000
Learning Assistance Center / Library Renovation	$45,000,000	LATTC	6/15/2010	3	Suffolk Construction, Inc.	$21,514,634
New Flooring For Franklin Hall	$320,000	LACC	8/3/2010	7	Best Contracting Services	$638,588
PE Wellness Center Phase 2	$1,000,000	LAHC	7/13/2010	9	Metalclad Insulation	$749,950
Parking Structure 4	$19,000,000	ELAC	6/16/2010	19	HB Parkco Construction	$12,040,020
Lots #1 and #2 Side Walk Repair	$130,000	LACC	8/30/2010	7	FS Construction	$74,000
Temp. Facilities - Foundation & CPM Relocation	$498,000	LACC	9/16/2010	11	Ranbay Constuction Corp	$386,000
North of Mall	$29,000,000	Pierce	8/27/2010	13	FTR International	$23,338,000
Pool Drain Modification	$120,000	LAVC	9/14/2010	7	Ranbay Constuction Corp	$64,241
Life Science and Chemistry Building, Health, Fitness & PE	$24,000,000	LACC	10/19/2010	17	Woodcliff Corporation	$18,552,000
Golf Course Driving Range	$400,000	LACC				
School Of Behavioral & Social Science Upgrade Formerly Student Service Education Center Upgrade	$4,000,000	LASW	11/29/2010	18	H. A. Nichols	$3,649,000
Bookstore	$1,400,000	LASW	11/23/2010	10	Coleman Construction	$1,223,669
TOTAL	**$125,668,000**					**$82,880,102**

PROJECT NAME	Engineers Estimate	Campus	Bid Opening	Number of Bids	Awardee	Bid Amount
DSPS Modular Building Renovation	$100,000.00	LAHC	4/13/2010	13	Calif Certified Construction	$58,000.00
NEA/SSA Serviceability Enhancement	$120,000.00	LAHC	4/26/2010	3	Two Brothers Construction	$134,000.00
Brahma Horticulture Intersection	$693,000.00	Pierce	4/30/2010	10	Ranbay Constuction Corp	$579,790.00
Renovation Of Soft Ball Field	$125.000.00	LAHC	4/15/2010	8	Marina Landscape Inc.	$40,700.00
Construction Technology Bldg - Boiler Retrofit	$150,000.00	LATTC	5/27/2010	3	Boiler Tech, Inc.	$133,500.00
South Of Mall 3	$400,000.00	Pierce	5/6/2010	7	AG Araja Engineering	$391,500.00
K 5 Building - Retaining Wall Project	$278,000.00	ELAC	5/11/2010	12	West Coast Structures	$165,372.50
Temporary CDC Re-Use	$800,000.00	Pierce	7/27/2010	12	GMX Construction, Inc.	$650,000.00
Learning Assistance Center / Library Renovation	$45,000,000.00	LATTC	6/15/2010	3	Suffolk Construction, Inc.	$21,514,634.00
New Flooring For Franklin Hall	$320,000.00	LACC	8/3/2010	7	Best Contracting Services	$638,588.00
PE Wellness Center Phase 2	$1,000,000.00	LAHC	7/13/2010	9	Metalclad Insulation	$749,950.00
TOTAL	**$47,861,000.00**			**87**	**Average 7.9 bids**	**$25,056,034.50**

Upcoming Bids	Amount	Campus	Bid Opening
Science Career & Mathematics Building Leased Temp Swing Space	$4,251,000.00	ELAC	8/10/2010
Lots #1 and #2 Side Walk Repair	$130,000.00	LACC	8/30/2010
Temp. Facilities - Foundation & CPM Relocation	$498,000.00	LACC	9/2/2010
TOTAL	**$4,879,000.00**		

Attachment 1.

	Mar-Aug 2009	Apr-May 2010	June-Nov 2010
# of projects	19	7	13
range of project cost	$80,000 - $32,000,000.00	$100,000 - $693,000.00	$120,000 - $45,000,000.00
bids received	174	56	133
average # of bids per project	9	8	10
engineers estimate	$72,371,000.00	$1,866,000.00	$125,668,000.00
actual bid	$45,124,994.00	$1,337,490.00	$82,880,000.00
savings	37.20%	28.10%	34%

RICHARD N. SLAWSON
Executive Secretary

Los Angeles / Orange Counties Building and Construction Trades Council

Affiliated with the Building & Construction Trades Dept., AFL-CIO

1626 Beverly Boulevard
Los Angeles, CA 90026-5784
Phone (213) 483-4222
(714) 827-6791
Fax (213) 483-4419

December 10, 2010

Board of Directors
Exposition Metro Line
Construction Authority
707 Wilshire Blvd.
34th Floor
Los Angeles, California 90017

Re: Small Business Enterprises and Project Labor Agreements

Dear Board Members:

Attached you will find an information packet which was assembled and provided to us by Veronica Soto, formerly of Los Angeles Unified School District (LAUSD) Small Business Boot Camp and the "We Build" local hire program.

The attached information details the background and successes of the LAUSD's Small Business Enterprise (SBE) outreach and local hire (We Build) programs. The Project Labor Agreement (PLA) between the Los Angeles/Orange Counties Building Trades Council and LAUSD covers 27 billion dollars of bond funding used for the construction of new schools and facility renovations. This PLA has been an overwhelming success. An average of 38% of the hours worked have been performed by tradesmen that reside within the jurisdiction of the LAUSD. Additionally, 67% of all yearly hours worked have been performed by residents of the County of Los Angeles. The utilization of local labor put billions of dollars back into the communities that approved the school bonds.

From fiscal year 2003 through fiscal year 2010, $3.7 billion (47%) of the total contracts awarded by LAUSD for work covered under the PLA have been awarded to Small Business Enterprises. Many of these same SBEs are on the Expo Line phase 2 bidding list, as provided to us by the Expo Authority.

By using the local hiring provisions that were incorporated in the PLA, 905 residents from the community were accepted into a state approved apprenticeship program sponsored by the Building Trades Unions. The impact of this policy means that these employees, through their own personal effort, are now pursuing a career, instead of just working on their next job, which provides for good wages and fringe benefits while staying employed in the construction industry.

Similar successful results have been achieved through Project Labor Agreements with the Los Angeles Community College District and the City of Los Angeles. These agreements have brought significant economic efficiencies and have met the social goals of the public agencies, in addition to having benefited the surrounding local communities.

Small Business outreach cannot be addressed successfully within a labor agreement. Experience with the LAUSD, as our supporting documentation has shown, proves that a program, in conjunction with but operated outside of the purview of a PLA, has generated significant new small business opportunities for the surrounding local communities.

It is our belief that only through cooperation and an agreement with the Building Trades Council, which Agreement will guarantee the participation of all the Craft Unions, the Contractors and the Authority, that the Authority can meet its stated goals and achieve what was not achieved in phase I.

Sincerely,

Richard Slawson
Executive Secretary

Robbie Hunter
Council Representative

cc: Richard D. Thorpe, CEO

LOS ANGELES UNIFIED SCHOOL DISTRICT
CONSTRUCTION WORKFORCE
(By Residency)

Residency	Workers	Total Hours	Total Wages	% of Workers	Avg Hourly Wage ($)	% of Hours Worked	% Wages Earned
Local District 1	3431	1,823,994.00	$ 57,211,872.79				
Local District 2	6318	3,250,223.81	$ 101,715,662.82				
Local District 3	3311	1,702,419.09	$ 49,849,607.33				
Local District 4	3194	1,770,847.52	$ 52,955,572.69				
Local District 5	5293	2,708,381.42	$ 79,623,837.85				
Local District 6	3054	1,539,235.29	$ 46,543,159.09				
Local District 7	2211	1,102,790.57	$ 31,277,217.71				
Local District 8	6178	2,915,239.87	$ 89,119,373.33				
LAUSD	**32990**	**16,813,131.57**	**$ 508,296,303.61**	**38%**	**$30.23**	**42%**	**40%**
Outside of LAUSD	23954	11,396,752.66	$ 369,134,348.43	28%	$32.39	29%	29%
LA COUNTY	**56944**	**28,209,884.23**	**$ 877,430,652.04**	**67%**	**$31.10**	**71%**	**69%**
OUTSIDE LA COUNTY	**28517**	**11,533,759.59**	**$ 396,427,570.64**	**33%**	**$34.37**	**29%**	**31%**
Grand Total	85461	39,743,643.82	$ 1,273,858,222.68		$32.05		

* LAUSD Certified Payroll Report Data--July 2004 through December 2010

Per our discussion this morning, below are the program updates for the LAUSD Small Business Boot Camp Program and Small Business Program. Updated local hire data will be sent to you separately.

SMALL BUSINESS BOOT CAMP

In February 2003, the Los Angeles Unified School District Board of Education adopted the SBE Participation Goal of 25% that would be applicable to all district contracts. In July 2003, the Facilities Services Division Small Business Program created the Small Business Boot Camp to provide small contractors with guidance to the public contracting process so that they would be able to compete for LAUSD projects. At the conclusion of the program in Fall 2009, a total of 870 small contractors were trained and over $150 million had been awarded to program graduates. This program was also instrumental in increasing minority contractor participation in public contracting.

The Small Business Boot Camp Program consisted of eight weekly seminars that were conducted twice a year at three district-wide locations (Central LA, East LA and San Fernando Valley) simultaneously. Below is a description of each Small Businses Boot Camp seminar:

Bonding & Certification -- Contractors learned how to increase their company's bonding capacity through the U.S. SBA's Surety Bond Guarantee Program and Contractor BondWorks (the District's bond and finance assistance program). Contractors also applied for the LAUSD Small Business Enterprise (SBE) certification for future recognition in the District's 25% SBE goal.

How to Bid on Informal and Formal Contracts -- Contractors learned how to prepare a bid and manage informal (under $76,700) and formal competitive contracts (above $76,700). They acquired up-to-date information on LAUSD's bidding policies to successfully compete and meet contract performance requirements; and received an overview of the contract process, from the pre-bid phase, through the bid and award phase, and project completion.

Labor Compliance and Project Stabilization Agreement (PSA) -- Contractors learned how to avoid Labor Code violations that could adversely affect their bottom line. They obtained clear and easy access to compliance tools to ensure adherence to Department of Labor laws and regulations, specifically certified payroll and prevailing wage requirements. This seminar also included a briefing on the Project Stabilization Agreement (PSA) by Parsons, and the "We Build" Program. This seminar was key to educate contractors on how to work under the District's PLA and ultimately eliminated the barrier, both real or perceived, for small contractors to participate on the nation's largest building program.

Public Contract Law -- An LAUSD attorney instructed contractors on public contract law and explained the components of a public contract to help contractors better prepare their company to comply with contract performance requirements, and to understand both short and long-term expectations. A thorough overview of the General Conditions was also conducted to acquaint contractors with common public sector contracting terms and conditions. This seminar also included a briefing on the District's Owner Controlled Insurance Program (OCIP), the Field Act and the processes for stop notices, change orders, and subcontractor subsitution.

The Principles of Scheduling -- A seasoned construction scheduler introduced contractors to the principals of developing a project schedule using Primavera software as required by LAUSD contract specifications.

How to Develop a Safety Plan -- Cal OSHA Consultation Service guided contractors through the process of developing an Injury & Illness Prevention Program (IIPP) and Hazard Communication Program to facilitate compliance with the California Occupational Safety and Health Act (Cal/OSHA). Cal OSHA requires all California employers to provide and maintain a safe and healthful workplace for its employees.

Access to Capital & Government Tax Guidelines -- Public and private sector financial services professionals will guide contractors through eligibility criteria, loan options, and lending terms for small business loans. Also, learn how to comply with State and Federal Government tax laws regulated by the Employment Development Department (EDD) and the Internal Revenue Service(IRS).

LAUSD Contractor Pre-qualification -- LAUSD staff guided contractors through the Contractor Pre-qualification Questionnaire (including Safety Pre-qualification) in a hands-on workshop environment. Safety and Contractor Prequalification is required to bid on informal and formal contracts, respectively.

10-Hour Construction Safety and Health Outreach Program Training -- LAUSD provided 10-Hour OSHA training to Small Business Boot Camp contractors to introduce OSHA policies, procedures, and standards as well as construction safety and health principles. The course also reviewed the scope and application of the Occupational Safety and Health Act and General Duty Clause, as well as examine areas that are most hazardous. Upon successful completion of the course, participants will receive an OSHA construction safety and health 10-hour course completion card.

Contractors enrolled in the program signed a commitment to attend and actively participate in the eight (8) seminars in order to graduate from the Small Business Boot Camp. Each seminar was approximately three hours in the evening, one seminar per week, and required homework. There was no enrollment cost to participate, however, there was a significant investment of time that was required of each contractor. The other requirement was that contractors possess a valid contractor's license.

In summary, the Small Business Boot Camp Program made participation in public contracting less overwhelming and facilitated the participation of small contractors with no previous public works experience and who otherwise would never compete for public contracts. It also helped demonstrate that through education and industry partnership with contractors and the craft unions, small contractors could compete and grow while working on projects covered by a PLA.

SMALL BUSINESS PARTICIPATION

During FY 2003 through FY 2010, $3.7 billion, or 47% of total construction contracts, were awarded to small contractors working on LAUSD projects. The procurement process, in addition to the training, was key to making this level of performance attainable. LAUSD incorporated its 25% SBE goal in all of its procurement processes, including hard bid, best value 17406 contracts, and Job Order Contracting (JOC) contracts. While SBE participation was a goal, the procurement process was used to level the playing field, make SBE participation a performance value, and best value proposals contained evaluation criteria that made the utilization of SBE contractors a competitive differentiating factor.

Hard Bid Projects---On hard bid contracts, contractors who did not submit a bid with at least 25% SBE participation could be deemed non-responsive and their bids could be thrown out. This approach was more progressive than the "Good Faith Effort" process used by other public agencies that historically renders very limited results.

Job Order Contracting--For JOC, we created Mini-JOCs so that small contractors could be primes without having to have significant bonding capacity. LAUSD awarded JOC contracts for $200,000 yet these contracts had a value of $2,000,000 through executable amendments. A small contractor would only have to have $200,000 of bonding capacity through the life of the contract yet have the ability to execute $2,000,000 worth of construction work. This was key to eliminating competitive barriers associated with bonding capacity and to create a path for small contractors to grow and become prime contractors.

Best Value 17406 Contracts--Best Value procurement enabled LAUSD to incorporate SBE participation as a competitve factor in construction proposals for new school construction projects submitted by large general contractors (GC). LAUSD established RFP evaluation criteria with a 10% value for SBE and Local Hire participation. GCs were evaluated on their past performance and proposed SBE utilization plan. The awarding of contracts through this process became so competitive that contractors were winning or losing contracts based on .5 to 3 points--these points could be part of the 10 points given in the evaluation process for proven SBE and Local Hire performance. GCs quickly realized that they had a better chance of being awarded a future contract by improving their ongoing SBE performance, which was routinely evaluated and monitored by LAUSD.

In conclusion, significant SBE participation in public works is only attainable through a comprehensive SBE Program that consists of strategic outreach, training, equitable procurement processes that level the playing field and eliminate barriers to competition, and ongoing monitoring and reporting.

Please feel free to contact me if you have any questions.

Thank you.

Veronica

Los Angeles Unified School District
FACILITIES SERVICES DIVISION

Small Business Boot Camp

The Los Angeles Unified School District (LAUSD) Small Business Boot Camp Program is an eight-week program that provides small contractors with the tools necessary to improve their competitive capacity through a comprehensive, hands-on curriculum. At the conclusion of the eight-week program, small contractors will be ready to apply for Prequalification and begin to bid on LAUSD contracts as well as pursue contracts with other public agencies. The program will also serve to expand the District's pool of qualified contractors.

SEMINAR DESCRIPTIONS

Bonding & Certification
Learn how to increase your company's bonding capacity through the U.S. SBA's Surety Bond Guarantee Program, and participate in Contractor BondWorks, the District's bond and finance assistance program. Contractors will also apply for the LAUSD Small Business Enterprise (SBE) certification for future recognition in the District's 25% SBE goal.

LAUSD Contractor Prequalification
Prequalification is required to bid on LAUSD contracts. Contractors will be provided an overview of the Contractor Prequalification Application (including Safety Prequalification) in a hands-on workshop setting.

How to Bid on Informal and Formal Contracts
Learn how to prepare a bid for LAUSD informal, formal and Job Order Contracting (JOC) contracts.

The Principles of Scheduling
A seasoned construction scheduler will show contractors the principals of developing a project schedule using Primavera software as required by LAUSD contract specifications.

Public Contract Law
An LAUSD attorney will provide a thorough overview of the General Conditions to acquaint contractors with common public sector contracting terms and conditions. The contractor substitution, stop payment, and change order processes, as well as the Owner Controlled Insurance Program (OCIP) will be reviewed to ensure contractor awareness.

How to Develop a Safety Plan
A Cal/OSHA safety professional will guide you through the process of developing an Injury & Illness Prevention Program (IIPP) and Hazard Communication Program to ensure contractor compliance with Cal OSHA.

Access to Capital and Governing Tax Laws
Public and private sector financial services professionals will guide contractors through eligibility criteria, loan options, and lending terms for small business loans. Also, learn how to comply with State and Federal Government tax laws regulated by the Employment Development Department (EDD) and the Internal Revenue Service(IRS).

Labor Compliance and PSA
Obtain the information you need to determine and comply with employment laws and regulations that apply to your employees. Obtain clear and easy access to compliance tools to ensure that your business adheres to the Labor Code, specifically certified payroll and prevailing wage requirements. Also, learn about the Project Stabilization Agreement (PSA) which is a partnership agreement between LAUSD, the Union Building Trades and Contractors. An overview of the "We Build" Pre-Apprenticeship Construction Training Program will also be provided.

10-Hour OSHA Training Session
This training session introduces OSHA policies, procedures, and standards as well as construction safety and health principles. The course will review the scope and application of the Occupational Safety and Health Act and General Duty Clause, as well as examine areas that are most hazardous. Eligible students will receive an OSHA construction safety and health 10-hour course completion card.

locations

Central & South Los Angeles
John Liechty Middle School
650 South Union Avenue
Los Angeles, CA 90017
Start Date: April 14, 2009
Tel: (213) 241-4973

East Los Angeles
4th Street Primary Center
469 Amalia Street
Los Angeles, CA 90022
Start Date: April 22, 2009
Tel: (213) 241-4973

San Fernando Valley
East Valley High School
5525 Vineland Avenue
North Hollywood, CA 91601
Start Date: April 16, 2009
Tel: (213) 241-4973

PROMISSORY COMMITMENT

Contractors enrolled in the program must attend and actively participate in the eight (8) seminars in order to graduate from the Small Business Boot Camp. Each seminar is approximately three hours in the evening, one seminar per week, and will require homework. There is no cost to participate, but there is a significant investment of time that is required and contractors must possess a contractor's license.

ENROLL TODAY!

Visit the Small Business Program website at www.laschools.org, or contact Michael Bejarano at (213) 241-4973, for further enrollment information. Classes begin in April 2009.

IRS Department of the Treasury Internal Revenue Service www.irs.gov
EDD Employment Development Department State of California
CONSULTATION CAL OSHA SERVICE

ASSOCIATED BUILDERS
AND CONTRACTORS, INC.
GOLDEN GATE CHAPTER

Associated Builders and Contractors
Golden Gate Chapter
TRAINING TRUST

August 10, 2007

Victor Aguirre
Senior Consultant
Department of Industrial Relations
Division of Apprenticeship Standards
San Francisco District Office
P.O. Box 420603
San Francisco, CA 94142-0603

Re: **Response To Proposed Audit Report**

Dear Victor:

Thank you and your team for the professional way you conducted the audit of the ABC Golden Gate Chapter Carpenter (DAS File #19950) and Construction Craft Laborer (DAS File #10060) Apprenticeship Programs.

The UAC has reviewed you proposed report and has the following comments.

The Construction Craft Laborer Program, as you correctly noted, has had 0% graduates to date. It is definitely below the required minimum. The laborer program, which was approved in 1995, and after a challenging first couple of years, was made to be an internally inactive program until two years ago at which time the UAC made a conscious decision to revitalize the program. At this time, there are 17 registered apprentices with 4 scheduled to graduate in October of this year. The UAC is committed to growing the Construction Craft Laborer program and improving graduation rates.

The Carpenter Program is a small and successful program and one of the reasons apprentices do leave is to pursue other careers when they have determined that seasonal construction work does not fit their life needs. The UAC has recently implemented some changes in the initial interview process to help the applicants understand more fully the type of duties involved the carpentry trade. The UAC is committed to growing the program and improving graduation rates.

07 AUG 13 PM 3:24

4309 Hacienda Drive, Suite 500 • Pleasanton, California 94588
Tel (925) 474-1300 • Fax (925) 416-0974 • www.abc.org/gate

Under Audit Findings and Recommendations you determined that we had not submitted a DAS 24 noting the new LEA, Eden Area ROP, who took over for us when our original LEA, Milpitas Adult Education decided to withdraw from overseeing apprenticeship programs. **Please find attached a letter from our LEA validating and approving our curriculum and a DAS 24 for same. *(Enclosed)***

Under Rules and Recommendations you stated that the program rules and regulations given to the apprentices during orientation did not contain a statement to the apprentice advising them of their right to be given a copy of the Standards if requested and that they be given a copy of the rules and regulations governing the program. **Even though each apprentice signs an acknowledging that they have been given a copy of the rules and regulations and as you noted is filed in each apprentice master file, per your recommendation the committee has included the verbiage within the rules and regulations booklet for the apprentice to acknowledge receipt and that the standards are available upon request. *(See pages2 and 3 of carpenter and laborer rules and regulations handbooks enclosed.).***

The Carpenter and Construction Craft Laborer UAC welcome any input and recommendations for further improvement of their apprenticeship programs.

Sincerely,

Anne Quick
Vice President of Education
ABC Golden Gate Chapter

Enc: DAS 24 – Carpentry Program with updated information in Standards
DAS 24 – Construction Craft Laborer with updated information in Standards
Copy of Carpentry Program Rules and Regulations with recommended verbiage included.
Copy of Construction Craft Laborer Rules and Regulations with recommended verbiage included.

Re: Union monopoly on San Diego Courthouse construction!?

Hello,

I just learned about the proposed union-only monopoly being considered for the construction of the new courthouse in San Diego.

This is an outrage. Not only does it exclude the vast majority of construction firms and workers but it will undoubtedly raise the costs.

And to think that my taxpayer dollars would be wasted in such a way and used to discriminate against companies and workers who choose not to belong to a union is a disgrace.

I urge you to reject the proposed "PLA" on the new courthouse in San Diego.

Thank you for listening. If possible, I would like a response.

Sincerely,

Tony Krvaric