

**AGC Labor and Employment
Law Council's 26th Annual
Construction Labor Law
Symposium**

*"The Latest Info on PLAs and
How to Negotiate Them"
Sample Project Labor Agreement*

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PROJECT LABOR AGREEMENT

This Agreement is entered into this ____ day of _____, 2000, by and between _____, its successors or assigns ("Project Contractor") and the _____ Building and Construction Trades Council and its local affiliate unions (and their members) whose names are subscribed hereto and who have, through their duly authorized officers, executed this Agreement, hereinafter collectively called the "Union or Unions," with respect to the construction of the _____ Hospital, hereinafter "Project."

The term "Contractor" shall include all construction contractors and subcontractors of whatever tier engaged in onsite construction work within the scope of this Agreement, including the Project Contractor when it performs construction work within the scope of this Agreement. Where specific reference to _____ alone is intended, the term "Project Contractor" is used.

The Unions, the Project Contractor and all signatory Contractors agree to abide by the terms and conditions contained in this Agreement. This Agreement is a **stand-alone Agreement** which represents the complete understanding of the parties.

Comment [PB1]: Not dependent upon being signatory to any other agreement.

ARTICLE I PURPOSE

The Parties to this Project Labor Agreement acknowledge that the construction of the _____ Hospital is important and the Parties recognize the need for the timely completion of the Project without interruption or delay. This Agreement is intended to enhance this cooperative effort through the establishment of a framework for labor-management cooperation and stability.

The Contractor(s) and the Unions agree that the timely construction of this Project will require substantial numbers of employees from construction and supporting crafts possessing skills and qualifications that are vital to its completion. They will work together to furnish skilled, efficient craftworkers for the construction of the Project.

Further, the parties desire to mutually establish and stabilize wages, hours and working conditions for the craftworkers on this construction project, to encourage close cooperation between the Contractor(s) and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist between the parties to this Agreement.

Therefore, in recognition of the special needs of this Project and to maintain a spirit of harmony, labor management peace, and stability during the term of this Agreement, the parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise. Further, the Contractor(s) and all contractors of whatever tier, agree not to engage in any lockout, and the Unions agree not to engage in any strike, slow-down, or interruption or other disruption of or interference with the work covered by this Agreement.

ARTICLE II SCOPE OF AGREEMENT

Section 1. This Project Agreement shall apply and is limited to the recognized and accepted historical definition of new construction work under the direction of and performed by the **Contractor(s), of whatever tier, which may include the Project Contractor**, who have contracts awarded for such work on the Project. Such work shall include site preparation work. Such work does not include deliveries to or from the site.

Comment [PB2]: Signatory to, and bound by, PLA.

The Project **consists of new construction work on the _____ Hospital only, which is awarded to the Project Contractor in its contract with the Owner**, whether it is awarded prior to, on, or after the effective date of this Agreement. Such work is subject to the terms of this Agreement in the manner, and to the extent, set forth in the balance of this Agreement.

Comment [PB3]: Work on the Project not awarded to the Project Contractor not covered.

It is agreed that the Project Contractor shall require all Contractors of whatever tier who have been awarded contracts for work covered by this Agreement, to accept and be bound by the terms and conditions of this Project Agreement by executing the Letter of Assent (Attachment A) prior to commencing work. The Project Contractor shall assure compliance with this Agreement by the Contractors. It is further agreed that the terms and conditions of this **Project Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements**. It is understood that this is a self-contained, stand alone, Agreement and that by virtue of having become bound to this Project Agreement, neither the Project Contractor nor the Contractors will be obligated to sign any other local, area, or national agreement.

Comment [PB4]: Controlling document.

Section 2. Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation, work, or function which may occur at the Project site or be associated with the development of the Project.

Section 3. This Agreement shall only be binding on the signatory parties hereto and shall not apply to their parents, affiliates or subsidiaries.

Section 4. The Owner and/or the Project Contractor have the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or non-existence of any agreements between such bidder and any party to this Agreement; provided, however, only that such bidder is willing, ready and able to become a party to and comply with this Project Agreement, should it be designated the successful bidder.

Section 5. **Items specifically excluded from the scope of this Agreement** include, but are not limited to, all work which has not been awarded to the Project Contractor or any Contractor by the Owner, including: furniture installation; medical equipment installation; telephone system installation; nurse call/code blue communication systems; public address systems; intercom systems; dictation and transcription systems; television and cable television systems; radio systems; data processing network and hardware; access control and security

Comment [PB5]: Significant list of exclusions from scope.

systems; closed-circuit TV system; testing and balancing of the air-side and water-side of the mechanical system; dietary equipment installation.

Section 6. **Additionally**, work involving installation of any equipment or product supplied by a vendor or manufacturer which is to be installed by vendor- or manufacturer-selected employees, including, specifically: signage and graphics, is also excluded from the scope of this Agreement.

Comment [PB6]: More exclusions.

Section 7. **Additionally**, steel fireproofing, concrete fill insulation, landscaping and landscape irrigation, caulking and waterproofing, and final cleaning, are excluded from the scope of this Agreement.

Comment [PB7]: More exclusions.

Section 8. The provisions of this Project Agreement shall not apply to _____ Health System LLC d/b/a/ _____ Hospital (Owner), and **nothing contained herein shall be construed to prohibit or restrict the Owner or its employees from performing work not covered by this Project Agreement on the Project site.** As areas and systems of the Project are inspected and construction tested by the Project Contractor or Contractors and accepted by the Owner, the Project Agreement will not have further force or effect on such items or areas, except when the Project Contractor or Contractors are directed by the Owner to engage in repairs, modifications, check-out, and warranty functions required by its contract with the Owner during the term of this Agreement.

Comment [PB8]: Specific recognition that non-union employees may be working on the site.

Section 9. It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time and that if the Owner does so, such shall render this Project Labor Agreement null and void as of such time.

Section 10. It is understood that the liability of any employer and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employer status between or among the Owner, Contractor(s) or any employer.

ARTICLE III UNION RECOGNITION

Section 1. The Contractors recognize the Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this Agreement.

ARTICLE IV MANAGEMENT'S RIGHTS

The Project Contractor and Contractors of whatever tier retain full and exclusive authority for the management of their operations. Except as otherwise limited by the terms of this Agreement, the Contractors shall direct their working forces at their prerogative, including,

but not limited to hiring, promotion, transfer, lay-off or discharge for just cause. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Contractors shall utilize the most efficient method or techniques of construction, tools, or other labor saving devices. There shall be no limitations upon the choice of materials or design, nor shall there be any limit on production by workers or restrictions on the full use of tools or equipment. There shall be no restriction, other than may be required by safety regulations, on the number of employees assigned to any crew or to any service.

ARTICLE V REFERRAL OF EMPLOYEES

Section 1. The Contractors agree to recognize and be bound by the legal referral facilities maintained by the Union(s) and shall notify the appropriate Union either in writing or by telephone when workers are required. The Project will involve a very time-sensitive construction schedule. Accordingly, the work may require at times, the acceptance of extreme fluctuations in the labor demand, and in excess of 550 employees, overall, may be needed at one time on the Project. The Unions, by this Agreement, completely understand the necessity of these extremes and agree to make every effort to fulfill the manpower requirements of the Contractors despite such extraordinary demand.

Section 2. Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements. There shall be no discrimination against any employee or applicant for employment because of his or her membership or non-membership in the Union or based upon race, creed, color, sex, age or national origin of such employee or applicant.

Section 3. In the event the referral facilities maintained by the Unions are unable to fill the requisition of the Contractors for employees within a forty-eight (48) hour period after such requisition is made, (Saturdays, Sundays, and holidays excluded) applicants for such requisition may be employed from any source.

Section 4. The selection and number of Foremen and/or General Foremen shall be the responsibility of the Contractor, it being understood that in the selection of such employees the Contractor will give first consideration to the qualified workers available in the local area, subject to Section 6, below. Foremen and/or General Foremen shall take orders from supervisors designated by the Contractor. Foremen and/or General Foremen will not absent themselves from the area where their crews are working unless their presence is required elsewhere, and shall be held responsible for all work performed by employees under their supervision. The Contractor may require Foremen to be working employees.

Section 5. In cases of employment positions requiring special skills or qualifications, the Contractor will notify the Union of the qualification tests or skills required, and the Union may refer any qualified applicant. The Contractors shall be the sole judge of all applicants' qualifications.

Section 6. Notwithstanding Section 4, above, Contractors from outside the _____ area may assign employees who are regularly in their employ as Foreman and General Foreman.

Section 7. **The Union shall not refer employees employed at the Project site by any Contractor to other employment,** nor shall the Union engage in other activities which encourage work force turnover or absenteeism. The Unions agree that there shall be no featherbedding on this Project.

Comment [PB9]: No raiding of the worksite by Unions for referrals elsewhere.

Section 8. Employees who voluntarily quit or who are terminated for cause may be eligible for re-employment at the Project, and the referral facility may refer such former employees to the Project for rehire after approval by the Contractor.

Section 9. An employee or applicant required to satisfactorily demonstrate his or her ability to perform certain tasks through an examination or test (e.g., welding tests), shall be paid for that time required to take the exam or test, provided the employee or applicant successfully passes the exam or test.

ARTICLE VI APPRENTICES/TRAINEE/HELPERS/SUBJOURNEYMEN

This Agreement recognizes the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry. Contractors and Subcontractors may employ apprentices of the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are registered. The number and ratio of apprentices to journeymen employed shall be governed by the applicable local agreements for the craft or crafts involved. In addition, all Contractors and Subcontractors party to this Agreement agree to be participating employers, to the extent and during the period when the Agreement applies to the Contractors and subcontractors, in any applicable apprentice training funds, as referenced in the applicable local collective bargaining agreements of the crafts and trades which it employs, subject to the terms and conditions of those funds, as set forth in the applicable plan and trust documents establishing those funds.

ARTICLE VII WAGES AND BENEFITS

Section 1. Wage rates will be established at not less than one hundred percent (100%) of the respective current scales in effect in the applicable local agreements. If during the terms of this Agreement such local applicable agreements expire, there shall be no work stoppage or lockout. A list of the craft contract expiration dates is attached as Attachment "C." Employees will continue to be employed under the expired rates and fringe benefits until new rates and fringes are formally agreed upon. New rates and fringes will take effect as specified in

the new agreement or agreements and will be paid, by the Contractor, retroactive to the date of expiration of the old agreement or agreements.

Section 2. In addition to wages, fringe benefits shall be paid at one hundred percent (100%) of the respective current scales in effect in the applicable local agreements. This includes welfare funds, apprentice training funds, pension funds, and other monetary funds. Construction industry promotional funds are not mandatory under terms of this Agreement.

Section 3. Under the terms of this Agreement, no subsistence, travel allowance, mileage, or pay for travel time will be paid to any employee.

Section 4. Wages will be paid weekly. The payroll period to close so that no more than one week's wages will be held back, payments to be made before the end of the employee's shift.

ARTICLE VIII GENERAL PROVISIONS

Section 1. It is agreed that the Contractor may implement reasonable project rules and regulations and such rules and regulations shall be distributed to all employees on the project. These rules shall include, but are not limited to, **Project Contractor's Jobsite Rules, Alcohol/Drug Policy, and Harassment Policy** which shall be attached as appendices to the Project Agreement. It is understood that the contractors and subcontractors may adopt for their own enforcement a uniform policy provided by the Project Contractor or such other policy as fits the parameters outlined by the Alcohol/Drug Policy attached hereto.

Comment [PB10]: Specific right to promulgate rules, including drug/alcohol.

Section 2. It is understood that these rules and regulations shall not be inconsistent with the terms of this Agreement.

Section 3. It is further agreed that violation of these project rules and regulations is direct and just cause for disciplinary action.

Section 4. There shall be no restrictions to Owner-furnished material or equipment or to the use of prefabricated materials and no limitations upon the choice of materials, design or source.

Section 5. There shall be no recognized or organized coffee or beverage breaks or rest periods during working hours.

Section 6. The Unions and the Contractors shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, disability or age.

ARTICLE IX WORK STOPPAGES AND LOCKOUTS

Section 1. During the term of this Agreement there shall be no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the Union, its applicable Local Union or by any employee, and there shall be no lockout by the Contractor. Failure of any Union, Local Union or employee to cross any picket line established at the Project site is a violation of this Article. It shall not be a violation of this Agreement for a Union to engage in strikes, picketing, work stoppages, slow downs or other disruptive activity against a Contractor for non-payment of wages or benefits, to the extent the Contractor is obligated to the Union under the terms of this Agreement and only for contributions to be made under this Agreement, provided that the Union provides written notice to the Contractor and the Project Contractor fifteen (15) days prior to commencing such strike, picketing, work stoppage, slow down or other disruptive activity, and allows the Contractor and/or the Project Contractor the opportunity to provide the allegedly delinquent contributions. In the event such contributions are provided by the Contractor or the Project Contractor prior to the end of the fifteenth day following receipt of the written notification, there shall be no strike, picketing, work stoppage, slow down or other disruptive activity.

Section 2. The Union and its applicable Local Union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Contractor's project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than ninety (90) days.

Section 3. Neither the Union nor its applicable Local Union shall be liable for acts of employees for which it has no responsibility. The International Union General President or Presidents will immediately instruct, order and use the best efforts of his or their office(s) to cause the Local Union or Unions to cease any violations of this Article. An International Union complying with this obligation shall not be liable for unauthorized acts of its Local Union. The principal officer or officers of a Local Union will immediately instruct, order and use the best efforts of his or their office(s) to cause the employees the Local Union represents to cease any violations of the Article. A Local Union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instances shall not be deemed a waiver of its right in any other instance.

Section 4. In the event of any work stoppage, strike, picketing or other disruptive activity in violation of this Article, the Contractor may suspend all or any portion of the Project work affected by such activity at the Contractor's discretion and without penalty.

Section 5. There shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity affecting the Project site during the term of this Agreement. Any Union or Local Union which initiates or participates in a work stoppage in violation of this Article, or

which recognizes or supports the work stoppage of another Union or Local Union which is in violation of this Article, agrees as a remedy for said violation, to pay liquidated damages in accordance with Section 6.

Section 6. In lieu of, or in addition to, any other action at law or equity, any party may institute the following procedure **when a breach of this Article or of Article XI** is alleged, after the Union(s) and/or Local Union(s) has/have been notified of the fact.

Comment [PB11]: Specific expedited arbitration procedure for any violation of no-strike clause or for a jurisdictional dispute strike.

- (a) The party invoking this procedure shall notify _____, who the parties agree shall be the **permanent Arbitrator** under this procedure. In the event that the permanent Arbitrator is unavailable at any time, he shall appoint his alternate. Notice to the Arbitrator shall be by the most expeditious means available, with notice by facsimile, telegram or any other effective written means, to the party alleged to be in violation and the involved International Union President and/or Local Union.
- (b) Upon receipt of said notice, the Arbitrator named above 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 facsimile, telegram or any other effective written means, 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 this Article or Article XI has in fact occurred. 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. The Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.
- (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 hereinabove in the following manner. Facsimile or expedited mail or personal service 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 as issued under Section 6 of this Article, all parties waive the right to a 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 parties to whom they accrue.

Comment [PB12]: This subparagraph 6(e) and the following 6(f) are attempts to get around Norris-LaGuardia by authorizing specific performance of the arbitrator's award. Never tested.

- (g) The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found such fees and expenses shall be borne by the moving party.
- (h) If the Arbitrator determines that a work stoppage has occurred in accordance with Section 6(d) above, the Union(s) and its applicable Local Union shall, within eight (8) hours of receipt of the Award, direct all of the employees they represent on the Project to immediately return to work. **If the trade involved does not return to work by the beginning of the next regularly scheduled shift following receipt of the Arbitrator's Award, and the Union(s) and/or its applicable Local Union have not complied with Section 3 of this Article, then the Union and/or the Local Union shall pay the sum of ten thousand dollars (\$10,000.00) as liquidated damages to the affected owner, and shall pay an additional ten thousand dollars (\$10,000.00) per shift for each shift thereafter on which the trade has not returned to work.** The Arbitrator shall retain jurisdiction to determine compliance with this section and Section 3 of this Article.

Section 7. The procedures contained in Sections 6 through 6(h) shall be applicable to alleged violations of this Article and Article XI, (Section 3). 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 this Article, shall be resolved under the grievance adjudication procedures of Article X.

ARTICLE X DISPUTES AND GRIEVANCES

Section 1. This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

Section 2. The Contractors, Unions, and the employees, collectively and individually realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

Section 3. Any question or dispute arising out of and during the term of this Project Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the worksite representative of the involved Contractor and the Project

Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying Project Contractor) at the conclusion of the meeting no later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

- (b) Should the Local Union(s) or the Project Contractor or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The International Union Representative and the involved Contractor shall meet within seven, (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an **Arbitrator** mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).

Comment [PB13]: No joint board type proceedings—regular arbitration.

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

Step 1. The Project Contractor and Owner shall be notified of all action at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE XI
JURISDICTIONAL DISPUTES

Section 1. The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the “Plan”) or any successor Plan.

Section 2. All jurisdictional disputes between or among Building and Construction Trades Unions and employees, parties to this Agreement, 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 Contractors and Unions parties to this Agreement.

Section 3. All jurisdictional disputes shall be resolved without the occurrence of any **strike, work stoppage, or slow-down** of any nature, and the Contractor’s assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Comment [PB14]: Subject to expedited procedure of Article IX, Section 6.

Section 4. Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council no fewer than three (3) days and no more than three (3) weeks prior to commencing work. The Project Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish.

ARTICLE XII
UNION SECURITY

Section 1. All employees covered by this Agreement now in the employ of the Contractors shall remain members in the Union during the term of this Agreement, and all workers hereinafter employed by the Contractors shall become members of the Union seven (7) days after the date of their employment and shall remain members of the Union during the term of this Agreement. (This clause shall be applied to the extent permitted by law.)

Section 2. A Contractor shall not discharge any employee for non-membership in the Union: (a) if he has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members, or (b) if he has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

**ARTICLE XIII
UNION REPRESENTATION**

Section 1. Authorized representatives of the Unions and their Local Unions shall have access to the Project, provided they do not interfere with the work of the employees and, further provided, that such representatives fully comply with the visitor and security rules established for the Project, which include reporting to the Project Contractor job site office immediately upon entry and prior to visiting any individuals on the site for any purpose.

Section 2. Each Union which is a party to this Agreement, or its applicable Local Union, shall have the right to designate a working journeyman as a Steward. Such designated Steward shall be a qualified worker performing the work of that craft and shall not exercise any supervisory functions. Each Steward shall be concerned with the employees of his or her own employer and not with the employees of any other employer. Stewards shall not investigate any matters, including grievances, during the regular working hours of the Project, except in cases of true safety emergencies and/or the discipline or discharge of an employee of the Steward's employer represented by the Steward's Union.

Section 3. Where the Owner's personnel, or vendors' personnel performing work described in Article II, section 5, may be working on the Project in close proximity to the construction activities, the Unions agree that Union representatives, stewards, and individual workmen will not interfere in any manner with the Owner's or vendors' personnel or with the work which is being performed by the Owner's or vendors' personnel.

**ARTICLE XIV
HOURS OF WORK, ETC.**

Section 1. Day Work Schedules. Eight (8) hours per day shall constitute a standard workday between the hours of 6:30 a.m. and 5:00 p.m. exclusive of a one-half hour lunch break. Employees shall be at their places of work as defined by the Project Contractor or the Contractors by the starting time designated by the Project Contractor or Contractors. If an employee arrives at his work station late, he will be considered late and will lose pay proportionately. Employees will remain working at their assigned work until quitting time. Quitting time is the time an employee leaves his work station, not the time he arrives in the parking lot. Forty (40) hours per week shall constitute a standard week's work. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week.

On any project when the job conditions dictate a change in the standard work day, the established starting time and/or a staggered lunch period on certain work of the project or with individual crafts, the Contractors shall provide the Local Unions with a minimum of one week's notice, except in unusual circumstances or in circumstances, such as concrete pours, for which shorter notice may be necessary.

Section 2. All time over and above a work week of forty (40) hours shall be paid for at the rate of time and one-half. All work over eight (8) hours per day shall be paid for at the rate

of time and one-half. All work on Saturday shall be paid for at the rate of time and one-half, except in the event that inclement weather has resulted in the cancellation of work for a full day or part of a day in the preceding five (5) days. In the case of such cancellation, work on **Saturday shall be paid for at the regular straight-time rate** until a given employee has worked forty (40) hours in the work week. All work on Sunday shall be paid for at double the regular straight-time rate.

Comment [PB15]: Because of the supremacy clause (3rd ¶ of Article II, §1), this supersedes any local agreement to the contrary.

Section 3. Shift Work Conditions. When so elected by the Contractors, multiple shifts of at least three (3) consecutive work days duration may be worked. When two (2) or three (3) shifts are worked, the first or day shift shall be eight (8) hours, the second shift shall be seven and one-half (7 ½) hours for eight (8) hours' pay and fringes, and the third shift shall be seven (7) hours for eight (8) hours' pay and fringes. Shift work on Saturday, Sunday, and holidays shall be at the appropriate overtime rates. Multiple shifts shall not be elected or utilized for the purpose of circumventing the overtime provisions of this Agreement.

The determination of the start of multiple shifts is the prerogative of the Contractors.

Section 4. Holidays. The following eight (8) days shall constitute the legal holidays within the terms of this Agreement, except mutually agreed to changes between the Project Contractor and the Unions:

New Year's Day

Memorial Day

July 4th

Labor Day

Thanksgiving Day

Day After Thanksgiving

Christmas Day

Additional Day at Christmas as designated by Project Contractor

Work shall not be performed on such holidays unless the Project Contractor or Contractors deem such work to be necessary. All hours worked on such holidays shall be paid at double time. Notwithstanding Section 1, above, during a week in which a holiday falls, the Project Contractor or Contractors may establish a schedule of 10-hour shifts such that the time otherwise lost due to the holiday(s) can be maintained on the construction schedule. Such shifts shall not be used during the same week as a Saturday make-up day at straight time, as provided for in Section 2 of this Article.

Section 5. Reporting Time and Call-Ins. When an employee or new hire reports to work on any shift between the established hours of his regular work and is not given the opportunity to work, and was not notified before the completion of the previous day's work, he shall be paid two (2) hours reporting time, provided the employee remains at the job site during the two (2) hours to await Contractor instructions on whether work shall commence. It shall be the Contractors' prerogative whether to commence work.

When employees start to work they shall be paid not less than four (4) hours, and if they work beyond the four (4) hours, they shall be paid for actual time worked. It shall be the Contractors' prerogative whether or not to stop work.

If an employee refuses to start or stops work on his own volition or leaves the job site prior to the expiration of the two (2) or four (4) hour period, whichever is applicable, the minimum pay set forth herein shall not apply.

ARTICLE XV SUBCONTRACTING

The Project Contractor agrees that neither it nor any of its contractors or subcontractors will subcontract any work to be done at the site of construction that is **subject to the terms of the Project Agreement (work on the Project except as set forth in Article II, Sections 5 and 6)** except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor performing work that is subject to the terms of the Project Agreement shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement.

Comment [PB16]: Refers back, to exclusions.

ARTICLE XVI SAFETY AND HEALTH

Section 1. Employees must use diligent care to perform their work in a safe manner and to protect themselves and the property of their employer. Failure to do so may result in immediate dismissal. Employees must promptly report all injuries and accidents to a supervisor.

Section 2. In order to protect the safety and health of employees, all parties agree to comply with the applicable provisions of state and federal laws and regulations relating to job safety, health and safe work practices, as well as those specific Project safety rules published by the Project Contractor.

Section 3. It shall be the exclusive responsibility of each Contractor to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Contractor. Nothing in this Agreement will make the Union or any of its Local Unions liable to any employees or to other persons in the event that injury or accident occurs.

**ARTICLE XVII
GENERAL SAVINGS CLAUSE**

If any Article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the Federal or any State government, the Project Contractor and the Union shall suspend the operation of such Article or provision during the period of its invalidity and shall substitute by mutual consent, in its place and stead, an Article or provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the Article or provision in question. Any final determination that any provision of this Agreement violates any law or is otherwise not binding and enforceable, shall have no effect on the validity of the remaining provisions of this agreement.

**ARTICLE XVIII
TERM OF AGREEMENT**

This Agreement shall be effective as of the _____ day of _____, 2000, and shall remain in full force and effect during the entire period of the Project construction described in Article II, Section 1 and subject to the limitations herein, or until work on the architect's punch list(s) is completed, which ever occurs later.

This Agreement may be amended or supplemented only by the mutual consent of the parties hereto, reduced to writing and duly signed by each.

In witness whereof, the parties have executed this Agreement this ____ day of _____, 20__.

SIGNED FOR THE PROJECT
CONTRACTOR

SIGNED FOR THE UNIONS

_____, Vice President

Project Contractor

_____, President

Building and
Construction Trades Council

Date

Date

SIGNED FOR THE LOCAL AFFILIATE UNIONS:

[Individual signature lines for all local
unions' representatives]

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