

PROJECT LABOR AGREEMENT

FOR

THE OAKLAND UNIFIED SCHOOL DISTRICT

Entered into between
Sample Company, Inc.
and the
Building and Construction Trades Council of Alameda County, AFL-CIO
and
The Unions and Councils Signatory Hereto

ARTICLE VIII REFERRAL

8.1 The Union(s) shall be the primary source of all craft labor employed on the Project. However, in the event that a Contractor has his/her own core workforce, the Contractor may request by name, and the local will honor, referral of persons who have applied to the local union for Project work and who demonstrate the following qualifications:

- (1) possess any license required by state or federal law for the Project work to be performed;
- (2) have worked a total of at least one thousand (1,000) hours in the construction craft during the prior three (3) years;
- (3) were on the Contractor's active payroll for at least sixty (60) out of the one hundred (100) calendar days prior to the contract award; and
- (4) have the ability to perform safely the basic functions of the applicable trade.

The Union will refer to such Contractor one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, and will then refer one of such Contractor's "core" employees as a journeyman and shall repeat the process, one and one, until such Contractor's crew requirements are met or until such Contractor has hired ten (10) "core" employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the Contractor's work the ratio shall be maintained and when the Contractor's workforce is reduced, employees shall be reduced in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring. Contractors signatory to a Local, Regional, and/or National collective bargaining agreements with Union(s) signatory hereto shall be bound to use the hiring hall provisions contained in the Schedule A Agreement of the affected Union(s), and nothing in the referral provisions of this Agreement shall be construed to supercede the local hiring hall provisions of the Schedule A Agreement(s) as they relate to such contractors.

- 8.2 Contractors shall be bound by and utilize the registration facilities and referral systems established or authorized by the signatory Unions when such procedures are not in violation of Federal law.
- 8.3 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor for employees within a forty-eight (48) hour period after such requisition is made by the Contractor(s), the Contractor(s) shall be free to obtain work persons from any source. However, in this event the Contractor will, as a first source, use the social justice program established by this Agreement's to identify qualified and qualifiable Oakland resident applicants for employment, with special emphasis on identifying District students who are qualified or qualifiable for employment as apprentices or journeypersons. The identity of any such employees hired by the Contractor shall be immediately transmitted to the appropriate Local Union and such employees shall be bound by the Union Security provisions of this Agreement.
- 8.4 Unions will exert their utmost efforts to recruit sufficient numbers of skilled craftspersons to fulfill the requirements of the Contractor(s). The parties to this Agreement support the development of increased numbers of skilled construction workers from the residents of the City of Oakland to meet the needs of the Project and the requirements of the industry generally.

ARTICLE IX WAGES, BENEFITS AND WORKING CONDITIONS

- 9.1 All Contractor(s) agree to pay contributions to the established vacation, pension or other form of deferred compensation plan, apprenticeship, and health benefit funds for each hour worked on the Project in the amounts designated in the applicable Schedule A, except that the Contractor is not required to pay contributions to any trust funds that are not contained in the published prevailing wage determination to satisfy their obligation under this Article.

PROJECT LABOR AGREEMENT

BETWEEN

(General Contractor)

AND

**NEW HAMPSHIRE BUILDING AND CONSTRUCTION TRADES
COUNCIL**

AND

LOCAL SIGNATORY UNIONS

.....

COVERING CONSTRUCTION

OF

**THE NEW HAMPSHIRE JOB CORPS CENTER,
MANCHESTER, NEW HAMPSHIRE**

ARTICLE 4 - UNION RECOGNITION AND EMPLOYMENT

SECTION 1. PRE-HIRE RECOGNITION

The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all employees who are performing Project work, with respect to that work.

SECTION 2. UNION REFERRAL

A. The Contractors agree to employ and hire craft employees for Project work covered by this Agreement through the job referral systems and hiring halls established in the Local Unions area collective bargaining agreements. Notwithstanding this, Contractors shall have sole right to determine the competency of all referrals; to determine the number of employees required; to select employees for layoff (subject to Article 5, Section 3); and the sole right to reject any applicant referred by a Local Union, subject to the show-up payments. In the event that a Local Union is unable to fill any request for qualified employees within a 48 hour period after such requisition is made by a Contractor (Saturdays, Sundays and holidays excepted), a Contractor may employ qualified applicants from any other available source. In the event that the Local Union does not have a job referral system, the Contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor shall notify the Local Union of craft employees hired for Project work within its jurisdiction from any source other than referral by the Union.

B. A Contractor not signatory to a collective bargaining agreement may request by name, and the Local will honor, referral of persons (core employees) who have applied to the Local for Project work and who meet the following qualifications:

- (1) possess any license required by New Hampshire State law for the Project work to be performed;
- (2) have worked a total of at least 1000 hours in the Construction field during

the prior 3 years; and

- (3) were on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award.

For contractors not signatory to a collective bargaining agreement for the relevant trade, the referral of core employees will be as follows: the first craft employee may be a core employee; the second will be referred by the local union; thereafter, the contractor will continue the foregoing one-to-one alternation until core employees represent 20% of the contractor's workforce, (rounded up to the next highest whole number) for the relevant craft. Thereafter, all craft employees will be referred by the local unions.

C. A contractor certified by the Small Business Administration (SBA) as a Veteran Owned Small Business, HUBZone Small Business, Small Disadvantaged Business, Woman Owned Small Business or Service Disabled Veteran Owned Small Business (hereinafter "SBA certified contractor") may, upon written approval of Owner, receive an exception to, and waiver of, the above per centum limitation upon the number of its employees to be hired through the special provision of Section 2.B above. This exception is based upon hardship and demonstration by the SBA certified contractor that the Project work would be that Contractor's only job and that it would be obliged to lay-off qualified employees in its current workforce moving from the last job. The exception and waiver are also conditioned upon the employees meeting the qualifications as set forth in Section 2.B above.

SECTION 3. NON-DISCRIMINATION IN REFERRALS

The Council represents that each Local Union hiring hall and referral system will be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations which require equal employment opportunities. Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or

any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated against by any referral system or hiring hall because of the applicant's union membership, non-membership or based upon the applicant's race, color, religion, gender, national origin or citizenship status.



SECTION 4. EQUAL EMPLOYMENT OPPORTUNITY

The parties agree that affirmative action shall be taken to afford equal employment opportunity to all qualified persons without regard to their race, color, religion, gender, sexual orientation, national origin, citizenship status, disability or status as a protected Veteran. This commitment applies to hiring, training, promotion, transfer or termination of employees. Further, the parties agree to cooperate to the fullest extent to achieve the intent and purposes of Executive Order 11246, Title VII of the Civil Rights Act of 1964, and other applicable equal employment opportunity laws.

SECTION 5. CROSS AND QUALIFIED REFERRALS

The Local Unions shall not knowingly refer to a Contractor an employee then employed by another Contractor working under this Agreement. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled and qualified crafts employees to fulfill the requirements of the Contractor.

SECTION 6. UNION MEMBERSHIP

The Unions agree to honor and respect the legal rights under federal law of any worker performing Craft Labor on the project, who exercised his or her right not to join the Union and may accept appropriate working assessments, calculated in accordance with applicable law, from any such worker as provided by federal law. Contractors shall deduct, and

forward any applicable union dues or working assessment to the applicable Union, provided said dues have been properly authorized by the craft employee in question, pursuant to the requirements of the applicable Union.

SECTION 7. CRAFT FOREPERSONS AND GENERAL FOREPERSONS

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the Contractor, and provided that all craft forepersons shall be experienced and qualified journeypersons in their trade as determined by the appropriate Local Union. All forepersons shall take orders exclusively from the designated Contractor representatives. Craft forepersons shall be designated as working forepersons.

ARTICLE 5 - UNION REPRESENTATION

SECTION 1. LOCAL UNION REPRESENTATIVE

Each Local Union representing on-site employees shall be entitled to designate in writing (copy to Contractor involved and General Contractor), one representative and/or the Business Manager, who shall be afforded access to the Project work site.

SECTION 2. STEWARDS

A. Each Local Union shall have the right to designate a working journey person as a Steward and an alternate, and shall notify the Contractor and General Contractor of the identity of the designated Steward (and alternate) prior to the assumption of such duties. Stewards shall not exercise supervisory functions and will receive the regular rate of pay for their craft classifications. All Stewards shall be working Stewards.

B. In addition to their work as an employee, the Steward shall have the right

to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor. Each Steward shall be concerned with the employees of the Steward's trade and, if applicable, subcontractors of their Contractor, but not with the employees of any other trade Contractor. No Contractor shall discriminate against the Steward in the proper performance of Union duties.

C. The Stewards shall not have the right to determine when overtime shall be worked, or who shall work overtime except pursuant to a Schedule A provision providing procedures for the equitable distribution of overtime.

SECTION 3. LAYOFF OF A STEWARD

Contractors agree to notify the appropriate Union 24 hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. If a Steward is protected against layoff by a Schedule A provision, such provision shall be recognized to the extent the Steward possesses the necessary qualifications to perform the work required. In any case in which a Steward is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the Contractor.

ARTICLE 6. - MANAGEMENT'S RIGHTS

SECTION 1. RESERVATION OF RIGHTS

Except as expressly limited by a specific provision of this Agreement, General Contractor retains full and exclusive authority for the management of its operations including, but not limited to, the right to: direct the work force, including determination as to the number of employees to be hired and the qualifications therefore; the promotion, transfer, layoff of its employees; require compliance with the directives of the Owner, including standard restrictions related to security and access to the site that are equally applicable to Owner employees, guests, or vendors; or the discipline or discharge for just cause of its employees; assign and schedule

work; promulgate reasonable Project work rules that are not inconsistent with this Agreement or rules common in the industry and are reasonably related to the nature of work; and, set the requirements, timing and numbers of employees to be utilized for overtime work. No rules, customs, or practices which limit or restrict productivity or efficiency of the individual, as determined by the Owner and/or General Contractor shall be permitted or observed.

SECTION 2. MATERIALS, METHODS & EQUIPMENT

There shall be no limitation or restriction upon the Contractors' choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre--finished, or pre-assembled materials or products, tools, or other labor-saving devices. Contractors may, without restriction, install or use materials, supplies or equipment regardless of their source. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-off or testing of specialized or unusual equipment or facilities as designated by the Contractor.



ARTICLE 7 - NO WORK STOPPAGES OR LOCKOUTS

SECTION 1. NO STRIKES-NO LOCK OUT

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, or other disruptive activity at the Project work site for any reason by any Union or employee against any Contractor or employer. There shall be no other Union, or concerted or employee activity which disrupts or interferes with the operation of the Project work or the objectives of the Owner at the Project work site. In addition, failure of any Union or employee to

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PROJECT LABOR AGREEMENT
NEW HAMPSHIRE JOB CORPS CENTER

ARTICLE 1 – PURPOSE

WHEREAS, the United States Department of Labor desires to promote economy and efficiency in Federal Procurement pursuant to Executive Order 13502 and Subpart 22.5 of the Federal Acquisition Regulations; and, to provide for the cost efficient, safe, quality and timely completion of the new construction work of the new Hampshire Job Corps Center in a manner meant to achieve labor-management stability, insure compliance with state and Federal laws and regulations governing health and safety, equal employment opportunity, labor and employment standards, including payment of wages and payroll taxes and workers compensation coverage, and to advance permissible statutory objectives;

WHEREAS, this Project Labor Agreement will foster the achievement of these goals by:

(1) providing a mechanism for achieving the most cost effective means of construction, including direct labor cost savings, by the New Hampshire Building and Construction Trades Council and the signatory Local Unions and their members, through waiving various shift and other hourly premiums and other work and pay practices which would otherwise apply to Project work;

(2) avoiding the costly delays of potential strikes, lockouts, slowdowns, walkouts, picketing and other disruptions arising from work disputes, reducing jobsite friction on the common worksite, and promoting labor harmony and peace for the duration of the Project work;

(3) standardizing the terms and conditions governing the employment of labor on the Project work;

(4) permitting wide flexibility in work scheduling and shift hours and times allowing maximum work to be accomplished during off hours;

(5) permitting adjustments to work rules and staffing requirements from those which might otherwise obtain;

- (6) providing comprehensive and standardized mechanisms for the settlement of work place disputes, including those relating to jurisdiction;
- (7) ensuring a reliable source of skilled and experienced labor through the duration of the Project;
- (8) ensuring that all workers are properly classified and that all wages, payroll taxes, and employment insurance premiums are properly and timely paid;
- (9) promoting a productive, positive work environment;
- (10) ensuring all qualified persons are afforded equal opportunity for employment and job training without regard to their race, color, religion, gender, sexual orientation, national origin, citizenship status, disability or status as a protected veteran;
- (11) assisting the United States Department of Labor in meeting these goals as well as provide for stability, security and work opportunities; and
- (12) maximizing Project work safety conditions for both workers and the community in the Project construction area.

NOW, THEREFORE, the Parties enter into this Agreement:

SECTION 1. PARTIES TO THE AGREEMENT

This Project Labor Agreement ("Agreement") is entered into by the General Contractor (GC), all other construction contractors and subcontractors of whatever tier engaged in Project work as defined in Article 3 of this Agreement and the New Hampshire Building and Construction Trades Council ("Council") and the signatory affiliated Local Union's ("Unions" or "Local Unions"). The Council and each signatory Local Union hereby warrants and represents that it has been duly authorized to enter into this Agreement.

ARTICLE 2. - GENERAL CONDITIONS

SECTION 1. DEFINITIONS

Throughout this Agreement, the various Union parties including the New Hampshire Building and Construction Trades Council and its participating affiliated Local

Unions are referred to singularly and collectively as "Union(s)" or "Local Unions"; the term "Contractor(s)" shall include the General Contractor (GC) and all other contractors, and subcontractors of all tiers engaged in Project work within the scope of this Agreement as defined in Article 3 who are signatories to the Agreement; the New Hampshire Building and Construction Trades Council is referred to as the "Council"; the work covered by this Agreement (as defined in Article 3) is referred to as "Project work", and the United States Department of Labor is referred to as "Owner" or "USDOL".

SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

This Agreement shall not become effective unless each of the following conditions is met: a contract is entered into between the Owner and the General Contractor for the construction of the Manchester, New Hampshire Job Corps Center and the Agreement is approved by the Owner and executed by (1) the Council; (2) the participating affiliated Local Unions; and (3) the General Contractor.

SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on all participating Unions and their affiliates, the General Contractor, (in its capacity as such) and all Contractors of all tiers performing Project work, as defined in Article 3. The Contractors shall include in any subcontract that they let for performance during the term of this Agreement a requirement that their subcontractors, of all tiers, become signatory and bound by this Agreement with respect to that subcontracted work falling within the scope of Article 3; and, all Contractors (including subcontractors) performing Project work shall be required to execute a "Letter of Assent" in the form annexed hereto as Exhibit "A". This Agreement shall be administered by the General Contractor or such other designee as may be named by the Owner, on behalf of all Contractors.

SECTION 4. SUPREMACY CLAUSE

This Agreement, together with the local Collective Bargaining Agreements appended hereto as Schedule A, represents the complete understanding of all signatories and supersedes any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to this Project work, in whole or in part, except for work performed under the National Agreement of the International Union of Elevator Constructors (with the exception of Articles 7, 9 & 10 herein that supersede that National Agreement). Where a subject covered by the provisions of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall prevail. No practice, understanding or agreement between a Contractor and a Local Union which is not set forth in this Agreement shall be binding on this Project work unless endorsed in writing by the General Contractor or such other designee as may be designated by the Owner.



SECTION 5. LIABILITY

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. No Contractor shall be liable for any violations of this Agreement by any other Contractor; except as provided in New Hampshire Revised Statute Annotated, Section 275:46 (NHRSA 275:46) and the Council and Local Unions shall not be liable for any violations of this Agreement by any other Union.

SECTION 6. THE OWNER

The Owner or General Contractor shall not be liable for any violation of this Agreement by any Contractor. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of the Owner or General Contractor in determining which qualified Contractors shall be awarded contracts for Project work. However, such discretion shall be

exercised without reference to the existence or non-existence of any agreements between such Contractor and any party to this Agreement; provided, however, only that such Contractor is willing, ready and able to become a party to and comply with this Agreement. It is further understood that the Owner has sole discretion at any time to terminate, delay or suspend the Project work, in whole or part, on any portion of the project.

SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS

The Unions agree that this Agreement will be made available to, and will fully apply to, any successful bidder or subcontractor for Project work who becomes signatory thereto, without regard to whether that successful bidder (or subcontractor) performs work at other sites on either a union or non-union basis and without regard to whether employees of such successful bidder (or subcontractor) are, or are not, members of any unions. This Agreement shall not apply to the work of any Contractor other than Project work.

SECTION 8. SUBCONTRACTING

Contractors will subcontract Project work only to a person, firm or corporation which is or agrees to become party to this Agreement.

ARTICLE 3 - SCOPE OF THE AGREEMENT

SECTION 1. WORK COVERED

This Agreement shall apply and is limited to all construction work in connection with the New Hampshire Job Corps Center Project, as more fully described in the construction contract documents executed by the Owner and General Contractor (DOL Contract # _____)

("Project work"). The Project work will be located in Manchester, New Hampshire, near the intersection of Dunbarton Road and Straw Road. The 25-acre site is presently an undeveloped wooded lot. The Project work generally consists of site clearing, site improvements and the construction of seven (7) individual buildings. The terms of this Agreement shall also apply to that work performed at temporary facilities, such as fabrication yards and/or assembly plants located at or adjacent to the Project site, which are integrated with and set up for, the purpose of servicing the construction project rather than to serve the public generally.

SECTION 2. TIME LIMITATIONS

It is understood that this Agreement, together with all of its provisions, shall remain in effect for all Project work until completion. This Agreement may be extended to additional work by mutual agreement of the parties.

SECTION 3. EXCLUDED EMPLOYEES

The following persons are not subject to the provisions of this Agreement, even though performing work at the Project site:

A. Superintendents, supervisors (excluding general and forepersons specifically covered by a craft's Schedule A), engineers and/or licensed architects engaged in inspection and testing, quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, technicians, non-manual employees, and all professional, engineering, administrative and management persons;

B. Employees of the Owner, or any municipal, state or federal agency, authority or entity, or employees of any other public employer;

C. Employees and entities engaged in deliveries to and from the Project site, except to the extent they are lawfully included in the bargaining unit of a Schedule A agreement;

- D. Employees engaged in on-site equipment warranty work.;
- E. Employees engaged in geophysical testing other than boring for core samples;
- F. Employees engaged in laboratory, specialty testing, or inspections, pursuant to a professional services agreement between the Owner, or any of the Owner's other professional consultants, and such laboratory, testing, inspection or surveying firm; and
- G. Employees engaged in ancillary Project work performed by third parties such as electric, gas, telephone, utility companies and television and IT installation.
- H. Employees engaged in delivery and installation of furniture, fixtures and equipment.

SECTION 4. NON-APPLICATION TO CERTAIN ENTITIES

This Agreement shall not apply to those parents, affiliates, subsidiaries, or other joint or sole ventures of any Contractor which does not perform Project work. It is agreed that this Agreement does not have the effect of creating any joint employment, single employer or alter ego status among the Owner or any Contractor. The Agreement shall further not apply to any state, or municipal owner, or authority, and nothing contained herein shall be construed to prohibit or restrict the Owner or its employees, or other public authority, or entity and its employees, from performing on-site or off-site work.

As the contracts involving Project work are completed and accepted, the Agreement shall not have further force or effect on such items or areas except where inspections, additions, repairs, modifications, check-out and/or warranty work are assigned in writing (copy to Local Union involved) by the Owner or General Contractor for performance under the terms of this Agreement.

ARTICLE 4 - UNION RECOGNITION AND EMPLOYMENT

SECTION 1. PRE-HIRE RECOGNITION

The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all employees who are performing Project work, with respect to that work.

SECTION 2. UNION REFERRAL

A. The Contractors agree to employ and hire craft employees for Project work covered by this Agreement through the job referral systems and hiring halls established in the Local Unions area collective bargaining agreements. Notwithstanding this, Contractors shall have sole right to determine the competency of all referrals; to determine the number of employees required; to select employees for layoff (subject to Article 5, Section 3); and the sole right to reject any applicant referred by a Local Union, subject to the show-up payments. In the event that a Local Union is unable to fill any request for qualified employees within a 48 hour period after such requisition is made by a Contractor (Saturdays, Sundays and holidays excepted), a Contractor may employ qualified applicants from any other available source. In the event that the Local Union does not have a job referral system, the Contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor shall notify the Local Union of craft employees hired for Project work within its jurisdiction from any source other than referral by the Union.

B. A Contractor not signatory to a collective bargaining agreement may request by name, and the Local will honor, referral of persons (core employees) who have applied to the Local for Project work and who meet the following qualifications:

- (1) possess any license required by New Hampshire State law for the Project work to be performed;
- (2) have worked a total of at least 1000 hours in the Construction field during

the prior 3 years; and

- (3) were on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award.

For contractors not signatory to a collective bargaining agreement for the relevant trade, the referral of core employees will be as follows: the first craft employee may be a core employee; the second will be referred by the local union; thereafter, the contractor will continue the foregoing one-to-one alternation until core employees represent 20% of the contractor's workforce, (rounded up to the next highest whole number) for the relevant craft. Thereafter, all craft employees will be referred by the local unions.

C. A contractor certified by the Small Business Administration (SBA) as a Veteran Owned Small Business, HUBZone Small Business, Small Disadvantaged Business, Woman Owned Small Business or Service Disabled Veteran Owned Small Business (hereinafter "SBA certified contractor") may, upon written approval of Owner, receive an exception to, and waiver of, the above per centum limitation upon the number of its employees to be hired through the special provision of Section 2.B above. This exception is based upon hardship and demonstration by the SBA certified contractor that the Project work would be that Contractor's only job and that it would be obliged to lay-off qualified employees in its current workforce moving from the last job. The exception and waiver are also conditioned upon the employees meeting the qualifications as set forth in Section 2.B above.

SECTION 3. NON-DISCRIMINATION IN REFERRALS

The Council represents that each Local Union hiring hall and referral system will be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations which require equal employment opportunities. Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or

any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated against by any referral system or hiring hall because of the applicant's union membership, non-membership or based upon the applicant's race, color, religion, gender, national origin or citizenship status.



SECTION 4. EQUAL EMPLOYMENT OPPORTUNITY

The parties agree that affirmative action shall be taken to afford equal employment opportunity to all qualified persons without regard to their race, color, religion, gender, sexual orientation, national origin, citizenship status, disability or status as a protected Veteran. This commitment applies to hiring, training, promotion, transfer or termination of employees. Further, the parties agree to cooperate to the fullest extent to achieve the intent and purposes of Executive Order 11246, Title VII of the Civil Rights Act of 1964, and other applicable equal employment opportunity laws.

SECTION 5. CROSS AND QUALIFIED REFERRALS

The Local Unions shall not knowingly refer to a Contractor an employee then employed by another Contractor working under this Agreement. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled and qualified crafts employees to fulfill the requirements of the Contractor.

SECTION 6. UNION MEMBERSHIP

The Unions agree to honor and respect the legal rights under federal law of any worker performing Craft Labor on the project, who exercised his or her right not to join the Union and may accept appropriate working assessments, calculated in accordance with applicable law, from any such worker as provided by federal law. Contractors shall deduct, and

forward any applicable union dues or working assessment to the applicable Union, provided said dues have been properly authorized by the craft employee in question, pursuant to the requirements of the applicable Union.

SECTION 7. CRAFT FOREPERSONS AND GENERAL FOREPERSONS

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the Contractor, and provided that all craft forepersons shall be experienced and qualified journeypersons in their trade as determined by the appropriate Local Union. All forepersons shall take orders exclusively from the designated Contractor representatives. Craft forepersons shall be designated as working forepersons.

ARTICLE 5 - UNION REPRESENTATION

SECTION 1. LOCAL UNION REPRESENTATIVE

Each Local Union representing on-site employees shall be entitled to designate in writing (copy to Contractor involved and General Contractor), one representative and/or the Business Manager, who shall be afforded access to the Project work site.

SECTION 2. STEWARDS

A. Each Local Union shall have the right to designate a working journey person as a Steward and an alternate, and shall notify the Contractor and General Contractor of the identity of the designated Steward (and alternate) prior to the assumption of such duties. Stewards shall not exercise supervisory functions and will receive the regular rate of pay for their craft classifications. All Stewards shall be working Stewards.

B. In addition to their work as an employee, the Steward shall have the right

to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor. Each Steward shall be concerned with the employees of the Steward's trade and, if applicable, subcontractors of their Contractor, but not with the employees of any other trade Contractor. No Contractor shall discriminate against the Steward in the proper performance of Union duties.

C. The Stewards shall not have the right to determine when overtime shall be worked, or who shall work overtime except pursuant to a Schedule A provision providing procedures for the equitable distribution of overtime.

SECTION 3. LAYOFF OF A STEWARD

Contractors agree to notify the appropriate Union 24 hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. If a Steward is protected against layoff by a Schedule A provision, such provision shall be recognized to the extent the Steward possesses the necessary qualifications to perform the work required. In any case in which a Steward is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the Contractor.

ARTICLE 6. - MANAGEMENT'S RIGHTS

SECTION 1. RESERVATION OF RIGHTS

Except as expressly limited by a specific provision of this Agreement, General Contractor retains full and exclusive authority for the management of its operations including, but not limited to, the right to: direct the work force, including determination as to the number of employees to be hired and the qualifications therefore; the promotion, transfer, layoff of its employees; require compliance with the directives of the Owner, including standard restrictions related to security and access to the site that are equally applicable to Owner employees, guests, or vendors; or the discipline or discharge for just cause of its employees; assign and schedule

work; promulgate reasonable Project work rules that are not inconsistent with this Agreement or rules common in the industry and are reasonably related to the nature of work; and, set the requirements, timing and numbers of employees to be utilized for overtime work. No rules, customs, or practices which limit or restrict productivity or efficiency of the individual, as determined by the Owner and/or General Contractor shall be permitted or observed.

SECTION 2. MATERIALS, METHODS & EQUIPMENT

There shall be no limitation or restriction upon the Contractors' choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre--finished, or pre-assembled materials or products, tools, or other labor-saving devices. Contractors may, without restriction, install or use materials, supplies or equipment regardless of their source. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-off or testing of specialized or unusual equipment or facilities as designated by the Contractor.



ARTICLE 7 - NO WORK STOPPAGES OR LOCKOUTS

SECTION 1. NO STRIKES-NO LOCK OUT

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, or other disruptive activity at the Project work site for any reason by any Union or employee against any Contractor or employer. There shall be no other Union, or concerted or employee activity which disrupts or interferes with the operation of the Project work or the objectives of the Owner at the Project work site. In addition, failure of any Union or employee to

cross any picket line established by any Union, signatory or non-signatory to this Agreement, or the picket or demonstration line of any other organization, at or in proximity to the Project work site where the failure to cross disrupts or interferes with the operation of Project work is a violation of this Article. **Should any employees breach this provision, the Unions will use their best efforts to immediately end that breach and return all employees to work.** There shall be no lockout at the Project work site by Owner or any signatory Contractor.



SECTION 2. DISCHARGE FOR VIOLATION

A Contractor may discharge any employee violating Section 1, above, and any such employee will not be eligible thereafter for referral under this Agreement for a period of 90 days.

SECTION 3. NOTIFICATION

If a Contractor contends that any Union has violated this Article, it will notify the Local Union involved advising of such fact, with copies of the notification to the Council. The Local Union shall instruct and order, the Council shall request, and each shall otherwise use their best efforts to cause the employees (and where necessary the Council shall use its best efforts to cause the Local Union), to immediately cease and desist from any violation of this Article. If the Council complies with these obligations it shall not be liable for the unauthorized acts of a Local Union or its members. Similarly, a Local Union and its members will not be liable for any unauthorized acts of the Council. Failure of a Contractor or the General Contractor to give any notification set forth in this Article shall not excuse any violation of Section 1 of this Article.

SECTION 4. EXPEDITED ARBITRATION

Any Contractor or Union alleging a violation of Section 1 of this Article may utilize the expedited procedure set forth below (in lieu of, or in addition to, any actions at law or

equity) that may be brought.

A. A party invoking this procedure shall notify (name arbitrator/alternate); who shall alternate as Arbitrator under this expedited arbitration procedure. If the Arbitrator next on the list is not available to hear the matter within 24 hours of notice, the next Arbitrator on the list shall be called. Copies of such notification will be simultaneously sent to the alleged violator and Council.

B. The Arbitrator shall thereupon, after notice as to time and place to the Contractor, the Local Union involved, the Council and the General Contractor, hold a hearing within 48 hours of receipt of the notice invoking the procedure if it is contended that the violation still exists. The hearing will not, however, be scheduled for less than 24 hours after the notice required by Section 3, above.

C. All notices pursuant to this Article may be provided by telephone, telegraph, e-mail, hand delivery, or fax, confirmed by overnight delivery, to the Arbitrator, Contractor, General Contractor and Local Union involved. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed 8 hours duration (no more than 4 hours being allowed to either side to present their case, and conduct their cross examination) unless otherwise agreed. A failure of any Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.

D. The sole issue at the hearing shall be whether a violation of Section 1, above, occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Award restraining such violation and serve copies on the Contractor and Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages (any damages issue is reserved solely for court proceedings, if any.) The Award shall be issued in writing within 3 hours after the close of the

hearing, and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.

E. The Owner and General Contractor (or such other designee of the Owner) may participate in full in all proceedings under this Article.

F. An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the Award. Notice of the filing of such enforcement proceedings shall be given to the Owner, the Union, the Contractor involved, and the General Contractor.

G. Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Contractors and Unions to whom they accrue.

H. The fees and expenses of the Arbitrator shall be equally divided between the involved Contractor and Union.

SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION

Procedures contained in Article 9 shall not be applicable to any alleged violation of this Article, with the single exception that an employee discharged for violation of Section 1, above, may have recourse to the procedures of Article 9 to determine only if the employee did, in fact, violate the provisions of Section 1 of this Article; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

ARTICLE 8 - LABOR MANAGEMENT COMMITTEE

SECTION 1. SUBJECTS

The Project Labor Management Committee will meet on a regular basis to: 1)

promote harmonious relations among the Contractors and Unions; 2) enhance safety and health in the workplace, quality of work, cost effectiveness and productivity of construction operations; 3) further their mutual interests and concerns; 4) discuss matters relating to staffing and scheduling with safety and productivity as considerations; and 5) review efforts of the General Contractor and subcontractors to comply with their obligations under the regulations implementing Executive Order 11246.

SECTION 2. COMPOSITION

The Committee shall be jointly chaired by designees of the General Contractor and the President of the Council. It may include representatives of the Local Unions and Contractors involved in the issues being discussed. The parties may mutually designate an MBE/WBE representative to participate in appropriate Committee discussions. The Committee may conduct business through mutually agreed upon sub-committees.

ARTICLE 9 - GRIEVANCE & ARBITRATION PROCEDURE

SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES

Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement (other than jurisdictional disputes or alleged violations of Article 7, Section 1) shall be considered a grievance and shall be resolved pursuant to the exclusive procedure of the steps described below, provided, in all cases, that the question, dispute or claim arose during the term of this Agreement.

Step 1:

(a) When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Local Union business

representative or job steward, give notice of the claimed violation to the work site representative of the involved Contractor and the General Contractor. To be timely, such notice of the grievance must be given within 7 calendar days after the act, occurrence or event giving rise to the grievance. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within 7 calendar days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party, may, within 7 calendar days thereafter, pursue Step 2 of the grievance procedure by serving the involved Contractor with written copies of the grievance setting forth a description of the claimed violation, the date on which the grievance occurred, and the provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are non-precedential except as to the specific Local Union, employee and Contractor directly involved unless the settlement is accepted in writing by the General Contractor (or designee) as creating a precedent.

(b) Should any signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article 7, Section 1) with any other signatory to this Agreement and, if after conferring, a settlement is not reached within 7 calendar days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

Step 2:

The Business Manager or designee of the involved Local Union, together with representatives of the involved Contractor, Council and the General Contractor (or designee), shall meet in Step 2 within 7 calendar days of service of the written grievance to arrive at a satisfactory settlement.

Step 3:

(a) If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within 21 calendar days after the initial Step 2 meeting, submit the grievance in writing (copies to other participants, including the General Contractor or designee) to (arbitrator), who shall act, alternately (beginning with _____), as the Arbitrator under this procedure. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be parties. The decision of the Arbitrator shall be final and binding on the involved Contractor, Local Union and employees and the fees and expenses of such arbitrations shall be borne equally by the involved Contractor and Local Union.

(b) Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the General Contractor (or designee), involved Contractor and involved Local Union at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issues presented to him and shall not have the authority to change, add to, delete or modify any provision of this Agreement.

SECTION 2. LIMITATION AS TO RETROACTIVITY

No arbitration decision or award may provide retroactivity of any kind exceeding 60 calendar days prior to the date of service of the written grievance on the General Contractor and the involved Contractor or Local Union.

SECTION 3. PARTICIPATION BY OWNER AND/OR CONSTRUCTION MANAGER

The General Contractor (or such other designee of the Owner) shall be notified by the involved Contractor of all actions at Steps 2 and 3 and, at its election, may participate in full in all proceedings at these Steps, including Step 3 arbitration.

ARTICLE 10 - JURISDICTIONAL DISPUTES

SECTION 1. NO DISRUPTIONS

There will be no strikes, sympathy strikes, work stoppages, slowdowns, picketing or other disruptive activity of any kind arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall continue uninterrupted and as assigned by the Contractor. No jurisdictional dispute shall excuse a violation of Article 7.

SECTION 2. ASSIGNMENT

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 Dispute in the Construction Industry (the "Plan") or any successor Plan. In making any determination hereunder, there shall be no authority to assign work to a double crew, that is, to more employees than the minimum required to perform the work involved; nor to assign the work to employees who are not qualified to perform the work involved.

SECTION 3. PRE- JOB CONFERENCE

The General Contractor will conduct a pre-job conference with the appropriate Unions and/or the Building and Construction Trades Council prior to commencing work. At the pre-job meeting, the successful Contractors and the Unions will attempt to agree upon all job assignments. If two or more Unions claiming the same portions of the work agree between themselves concerning such assignments, the Contractors shall accept such agreement in making the assignments. If the Unions cannot agree, the responsible Contractor will make the assignment after a reasonable opportunity has been given each contending Union to present its views and arguments.

SECTION 4. SETTLEMENT

All jurisdictional disputes on this Project, between or among building construction trades unions and employers, 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.



ARTICLE 11 - WAGES AND BENEFITS

SECTION 1. CLASSIFICATION AND BASE HOURLY RATE

The contractors agree that they will pay each classification of employees, at a minimum, the applicable wage and benefits for that classification made pursuant to the Davis Bacon Act determination or the wages and benefits in the attached CBAs (Schedule A) covering that classification, whichever are higher.



SECTION 2. EMPLOYEE BENEFITS

A. The Contractors agree to pay on a timely basis contributions on behalf of all employees covered by this Agreement to those established jointly trustee employee benefit funds designated in Schedule A (in the appropriate Schedule A amounts), provided that such benefits are required to be paid on public works under Davis-Bacon or any applicable prevailing wage law and further provided that the benefits from such funds accrue (subject to uniform vesting requirements) to the direct benefit of such employees and do not require membership in the union. Contractors, not otherwise contractually bound to do so, shall not be required to contribute to benefits, trusts or plans of any kind which are not required by the Davis-Bacon or prevailing wage law provided, however, that this provision does not relieve Contractors



signatory to a local collective bargaining agreement with any affiliated union from complying with the fringe benefit requirements for all funds contained in Schedule A.

B. The Contractors agree to be bound by the written terms of the legally established jointly trustee Trust Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Trust Funds but only with regard to Project work done under this Agreement and only for those employees to whom this Agreement requires such benefit payments.

C. It is an obligation under this agreement for Contractors of whatever tier to make regular and timely contributions required by Section 2B. of this Article in amounts and on the time schedule set forth in the appropriate Schedule A. Delinquency in remission of contributions is a breach of this Agreement. If a Contractor or Subcontractor is delinquent in any such contributions due on this Project, the Union or the Trust Fund shall provide timely notification to the General Contractor and provide documentary evidence of the delinquency endorsed by the Fund. Upon such notification, the General Contractor will attempt to resolve the delinquency among the Contractor or Subcontractor, the Union and the Fund. If the delinquency is not resolved within ten (10) working days thereafter, the Contractor, in the case of the delinquent Subcontractor, shall withhold an amount to cover the delinquency from any retained funds otherwise due and owing to the Subcontractor and shall not release such withholding until the Subcontractor is in compliance; provided, however, that if the delinquent amount is disputed in whole or in part between the Fund and the Subcontractor, the Contractor shall issue to the Fund(s) a joint check payable to the Fund and the Subcontractor in the amount of the undisputed delinquency. In the case of a delinquent General Contractor, the Owner shall withhold in an appropriate amount any funds due and owing to the Contractor. Pursuant to the announced commitment of the General Contractor, and to the extent permitted by law, the Contractor shall be subject to withholding of retained amounts which may only be released upon

the Contractor's resolution of the delinquency as evidenced by a written statement endorsed by the Fund. Where there is no dispute as to the amount of the delinquency, retained amounts may be released by a joint check delivered to the Fund(s) and made payable to the Contractor and the Fund in the amount of any undisputed delinquency. If the delinquency is disputed by the Contractor or the Subcontractor involved, the matter shall be referred immediately pursuant to the grievance and arbitration provisions of Article 9. for final and binding resolution. The Owner, in the case of a General Contractor withholding, and the General Contractor, in the case of sub tier Contractors withholding, shall be held harmless by the Union for any such withholding. NHRSA 275:46 is incorporated herein by reference and the word "wages" in the statute shall include all hourly wages and fringe benefits due consistent with this Agreement and the obligation to make such payment shall be immediate.

ARTICLE 12 - HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS

SECTION 1. WORK WEEK AND WORK DAY

A. For Craft employees, the standard work week shall consist of forty (40) hours of work at straight time rates per one of the following schedules:

1. Five-day Work Week: Monday-Friday, 5 days at 8 hours plus ½ hour unpaid lunch period each day; or

2. Four-day Work Week: Monday-Thursday, 4 days at (10) hours plus ½ hour unpaid lunch period each day.

3. Make-up Day: Due to inclement weather or other reasons which are not the fault of the Contractor, the Contractor may designate Saturday as make-up day (if the Contractor is using a 5-day work week) or the normally non-working weekday as make-up day (if using a 4-day work week). The make-up day will be paid at the straight time rate provided a



Craft Employee has not worked 40 hours during the relevant work week. To qualify as a make-up day, the make-up day must be at least 8 hours in length and there must be at least 8 hours remaining in the Contractor's standard work week after paying any show-up time. A Craft Employee may, without repercussion, decline to work on the make-up day.

B. In accordance with Project needs, there shall be flexible start times with advance notice from Contractor to the Union. The Day Shift shall commence between the hours of 6:00 a.m. and 9:00 a.m. and shall end between the hours of 2:30 p.m. and 5:30 p.m., unless different times are necessitated by the Owner's phasing plans. The Evening Shift shall commence between the hours of 3:00 p.m. and 6:00 p.m., unless different times are necessitated by the Owner's phasing plans. The Night Shift shall commence between the hours of 11:00 p.m. and 2:00 a.m., unless different times are necessitated by the Owner's phasing plans. Subject to the foregoing, starting and quitting times shall occur at the Project work site as designated by the Contractor.

C. Scheduling - Monday through Friday is the standard work week; 8 hours of work plus ½ hour unpaid lunch.

D. Notice - Contractors shall provide not less than 5 days prior notice to the Local Union involved as to the work week and work hour schedules to be worked or such lesser notice as may be mutually agreed upon.

SECTION 2. OVERTIME

Overtime shall be paid for any work over eight (8) hours in a day and over forty (40) hours in a week, at time and one half (1½) of the regular straight time rate, plus any applicable shift premiums, Monday through Saturday. All overtime work performed on Sunday and Holidays will be paid pursuant to the applicable Schedule A. There shall be no stacking or pyramiding of overtime pay under any circumstances. There will be no restriction upon the

Contractor's scheduling of overtime or the nondiscriminatory designation of employees who shall be worked, including the use of employees, other than those who have worked the regular or scheduled work week, at straight time rates. The Contractor shall have the right to schedule work so as to minimize overtime or schedule overtime as to some, but not all, of the crafts and whether or not of a continuous nature.

SECTION 3. SHIFTS

A. Flexible Schedules - Scheduling of shift work, including Saturday and Sunday work, shall be within the discretion of the Contractor in order to meet Project work schedules and existing Project work conditions including the minimization of interference with the mission of the Owner. It is not necessary to work a day shift in order to schedule a second or third shift, or a second shift in order to schedule a third shift, or to schedule all of the crafts when only certain crafts or employees are needed. Shifts must have prior approval of the General Contractor, and must be scheduled with not less than five work days notice to the Local Union or such lesser notice as may be mutually agreed upon.

B. Second and/or Third Shifts/Saturday and/or Sunday Work - - The second shift shall start between 3 p.m. and 6 p.m. and the third shift shall start between 11 p.m. and 2 a.m., subject to different times necessitated by the Project requirements. There shall be no reduction in shift hour work. Second and third shift work shall be paid at straight time rates, plus a shift premium of 10 percent and 15 percent for second and third shifts respectively.

C. Flexible Starting Times - Shift starting times will be adjusted by the Contractor as necessary to fulfill Project work requirements subject to the 5 day notice requirements.

SECTION 4. HOLIDAYS

A. Schedule - There shall be 8 recognized holidays on the Project:

New Years Day	Labor Day
President's Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

All said holidays shall be observed on the calendar date except those holidays which occur on Saturday shall be observed on the previous Friday and those that occur on Sunday shall be observed on the following Monday. It is agreed that Christmas Eve and New Years Eve shall be treated pursuant to Schedule A Agreements.

B. Payment - Regular holiday pay, if any, for work performed on such a recognized holiday shall be in accordance with the applicable Schedule A.

C. Exclusivity - No holidays other than those listed in Section 4(A) above shall be recognized or observed.

SECTION 5. REPORTING PAY

A. Employees who report to the work location pursuant to their regular schedule and who are not provided with work shall be paid two hours reporting pay at straight time rates. An employee whose work is terminated early by a Contractor due to severe weather, power failure, fire or natural disaster or for similar circumstances beyond the Contractor's control, shall receive pay only for such time as is actually worked.

B. When an employee, who has completed his/her scheduled shift and left the Project work site, is "called out" to perform special work of a casual, incidental or irregular nature, the employee shall receive overtime pay at the rate of time and one-half of the employee's straight time rate for hours actually worked.

C. When an employee leaves the job or work location of his/her own volition

or is discharged for cause or is not working as a result of the Contractor's invocation of Section 7 below, he/she shall be paid only for the actual time worked.

D. Except as specifically set forth in this Article there shall be no premiums, bonuses, hazardous duty, high time or other special premium payments or reduction in shift hours of any kind.

E. There shall be no pay for time not actually worked except as specifically set forth in this Article.

SECTION 7. PAYMENT OF WAGES TO TERMINATED OR LAID OFF EMPLOYEES

A. Employees who are laid off or discharged for cause shall be paid in full for that which is due them at the time of termination or lay off.

SECTION 8. EMERGENCY WORK SUSPENSION

A Contractor may, if considered necessary for the protection of life and/or safety of employees or others, suspend all or a portion of Project work. In such instances, employees will be paid for actual time worked, except that when a Contractor requests that employees remain at the job site available for work, employees will be paid for that time at their straight time hourly rate of pay, plus any applicable shift premium or overtime payment.

SECTION 9. INJURY/DISABILITY

An employee, who, after commencing work, suffers a work-related injury or disability while performing work duties, shall receive no less than 8 hours wages for that day. Further, the employee shall be rehired at such time as he/she is able to return to duties provided there is still Project work available for which the employee is qualified and able to perform.

SECTION 10. TIME KEEPING

A Contractor may utilize brassing or other systems to check employees in and out. Each employee must check in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

SECTION 11. MEAL PERIOD

A Contractor shall schedule an unpaid period of not more than 1/2 hour duration at the work location between the 3rd and 5th hour of the scheduled shift. A Contractor may, for efficiency of operation, establish a schedule which coordinates the meal periods of two or more crafts or which provides for staggered lunch periods within a craft or trade. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable Schedule A.

SECTION 12. BREAK PERIODS

There will be two, ten minute breaks during regular working hours, one each before and after the break period.

ARTICLE 13 – PROMOTION OF APPRENTICES

SECTION 1. DEFINITION

Recognizing the need to maintain continuing registered apprenticeship programs designed to develop adequate numbers of competent workers in the construction industry and to provide craft them with employment and career path opportunities, Contractor will employ registered apprentices in their respective crafts to perform such work that is customarily performed by the craft in which they are registered.

SECTION 2. RATIOS

Contractors may utilize apprentices in the maximum ratio permitted by their Registered Apprenticeship Program Standards.

SECTION 3. RECRUITMENT AND SELECTION

The parties encourage, as an appropriate source of registered apprentice recruitment consistent with the rules and operations of the affiliated joint labor management apprentice committees, the use of Helmets to Hardhats or other Veterans' recruitment programs. In addition, the parties encourage, as an appropriate source of registered apprentice recruitment consistent with the rules and operations of the affiliated joint labor management apprentice committees, partnerships with existing Job Corps centers, Youthbuild or other appropriate pre-apprenticeship programs.

ARTICLE 14 - SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 1. SAFETY REQUIREMENTS

Each Contractor will ensure that applicable OSHA and safety requirements are at all times maintained on the Project work site and that employees and Unions cooperate fully with these efforts to the extent consistent with their rights and obligations under the law. Employees will be required to adhere to employer safety policies and to perform their work at all times in a safe manner and protect themselves and the property of the Contractor and Owner from injury or harm, to the extent consistent with their rights and obligations under the law. Failure to do so will be grounds for discipline, including discharge.

It shall be the exclusive responsibility of each Employer on a jobsite to which this Agreement applies, to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Employer. Nothing in this Agreement will make the Unions liable to any employees or to other persons in the event that

injury or accident occurs.

SECTION 2. CONTRACTOR RULES

Employees covered by this Agreement shall at all times be bound by the reasonable safety, security, and visitor rules as established by the General Contractor and the Owner for this Project work. Such rules will be published and posted in conspicuous places throughout the Project work site.

SECTION 3. INSPECTIONS

The Owner and General Contractor retain the right to inspect incoming shipments of equipment, apparatus, machinery and construction materials of every kind.

ARTICLE 15 - TEMPORARY SERVICES

Temporary services, i.e. all temporary heat, climate control, water, power and light, shall only be required upon the specific request of the Owner or General Contractor, and when so requested shall be assigned to the appropriate trade claiming jurisdiction. Temporary system coverage shall be provided by the appropriate Contractors' existing employees during working hours in which a shift is scheduled for employees of this Contractor. The Owner or General Contractor may determine the need for temporary system coverage requirements during non-working hours, which may be limited to one person per applicable trade where practicable. There shall be no stacking of trades on temporary services. In the event a temporary system is claimed by multiple trades, the matter shall be resolved through the procedures set forth in Article 10.

ARTICLE 16 - NO DISCRIMINATION

SECTION 1. COOPERATIVE EFFORTS

The Contractors and Unions agree that they will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, national origin, marital status, citizenship status, disability, age or any other status provided by law, in any manner prohibited by law or regulation.

SECTION 2. LANGUAGE OF AGREEMENT

The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

ARTICLE 17 - GENERAL TERMS

SECTION 1. PROJECT RULES

A. The Owner and the General Contractor, together with the Unions, shall establish such reasonable Project work rules that are not inconsistent with this Agreement or rules common in the industry and are reasonably related to the nature of the work. These rules will be explained at the pre-job conference and posted at the Project work sites and may be amended thereafter as necessary. Notice of amendments will be provided to the appropriate contractors and local Unions. Failure of an employee to observe these rules and regulations shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of misconduct shall not be a defense to an employee disciplined or discharged for such misconduct when the action taken is for cause.

SECTION 2. TOOLS OF THE TRADE

The welding/cutting torch and chain fall are tools of the trade having jurisdiction over the work performed. Employees using these tools shall perform any of the work of the trade. There shall be no restrictions on the emergency use of any tools or equipment by any

qualified employee or on the use of any tools or equipment for the performance of work within the employee's jurisdiction.

SECTION 3. SUPERVISION

Employees shall work under the supervision of the Contractor's craft foreperson or general foreperson.

SECTION 4. TRAVEL ALLOWANCES

There shall be no payments for travel expenses, travel time, subsistence allowance or other such reimbursements or special pay except as expressly set forth in this Agreement.

SECTION 5. FULL WORK DAY

Employees shall be at their work area at the starting time established by the Contractor, provided they have access to the work area. The signatories reaffirm their policy of a fair day's work for a fair day's wage.

ARTICLE 18. - SAVINGS AND SEPARABILITY

SECTION 1. THIS AGREEMENT

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or is otherwise determined to be in violation of law, the provision or provisions involved (and/or its application to particular Project work, as necessary) shall be rendered, temporarily or permanently, null and void, but where practicable the remainder of the Agreement shall remain in full force and effect to the extent allowed by law, unless the part or parts so found to be in violation of law or to cause such loss are wholly inseparable from the remaining portions of the Agreement and/or are material to the purposes of

the Agreement. In the event a court of competent jurisdiction finds any portion of the Agreement to trigger the foregoing, the parties will immediately enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the court determination and the intent of the parties hereto.

SECTION 2. THE BID SPECIFICATIONS

In the event that the Owner's (or General Contractor's) bid specifications, or other action, requiring that a successful bidder (and subcontractor) become signatory to this Agreement is enjoined, on either an interlocutory or permanent basis, or is otherwise determined to be in violation of law, such requirement shall be rendered, temporarily or permanently, null and void, but where practicable the Agreement shall remain in full force and effect to the extent allowed by law. In such event, the Agreement shall remain in effect for contracts already bid and awarded or in construction only where the Owner and Contractor voluntarily accepts the Agreement. The parties will enter into negotiations as to modifications to the Agreement to reflect the court or other action taken and the intent of the parties.

SECTION 3. NON-LIABILITY

In the event of an occurrence referenced in Section 1 or Section 2 of this Article, neither the Owner, the General Contractor, any sub-contractor, nor any Union shall be liable, directly or indirectly, for any action taken, or not taken, to comply with any court order injunction or other determination. Bid specifications will be issued in conformance with court orders then in effect and no retroactive payments or other action will be required if the original court determination is ultimately reversed.

SECTION 4. NON-WAIVER

Nothing in this Article shall be construed as waiving the prohibitions of Article 7

as to signatory Contractors and signatory Unions unless the Agreement is deemed null and void.

ARTICLE 19 - FUTURE CHANGES IN SCHEDULE A AREA CONTRACTS

SECTION 1. CHANGES TO AREA CONTRACTS

A. Any disagreement between signatories to this Agreement over the incorporation into Schedule A of provisions agreed upon in the renegotiation of Area Collective Bargaining Agreements shall be resolved in accordance with the procedure set forth in Article 9 of this Agreement.

SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS

The Unions agree that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity or other violations of Article 7 affecting the Project work by any Local Union involved in the renegotiation of Area Local Collective Bargaining Agreements nor shall there be any lock-out on such Project work affecting a Local Union during the course of such renegotiations.

ARTICLE 20 - HELMETS TO HARDHATS

SECTION 1.

The Employers and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center"), a joint Labor-Management Cooperation Trust, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act,



29 U.S.C. Section 186(c)(9), and a charitable tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

SECTION 2.

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

SECTION 3.

Each Employer performing work on this Project shall contribute to the Center the amount of one cent (\$0.01) per hour for each hour worked by each individual employee covered by this Agreement. Payment shall be forwarded monthly to the Center in a form and manner to be determined by the Center's Trustees.

SECTION 4.

The Center shall function in accordance with, and as provided in the Agreement and Declaration of Trust, and any amendments thereto, and any other of its governing documents. Each Employer performing work covered by this Agreement approves and consents to the appointment of the Trustees designated pursuant to the Trust Agreement establishing the

Center and hereby adopts and agrees to be bound by the terms and provisions of the Trust Agreement.

SECTION 5.

Employers who fail to pay contributions or other payments owed to the Center within thirty (30) days of the date when such contributions or other payments are due shall be liable to the Trust for all costs of collection incurred by the Trust, including, attorneys' fees and court costs. The Trustees are empowered to initiate proceedings at law or equity, and to take any other lawful action necessary to collect contributions and all other payments due.

SIGNATURE PAGE

In witness whereof, the parties have caused this Agreement to be executed and effective upon the satisfaction of the conditions set forth in Article 2, Section 2.

GENERAL CONTRACTOR

Name: _____
Title: _____
Date: _____

UNION

New Hampshire Building and Construction Trades Council

Name: Joseph Casey (Joseph Casey)
Title: President N.H.B.T.C.
Date: 12/1/11

Union: IBEW L.U. 490 (electrician)
Name: Joseph Casey (Joseph Casey)
Title: Business Manager
Date: 12/1/11

Union: Bricklayers + Allied Crafts
Name: Riley Kremer Riley Kremer
Title: Vice Pres - (Field Rep.)
Date: 12/1/11

UNION

New Hampshire Building and Construction Trades Council

Name: _____

Title: _____

Date: _____

Union: I.U.O.E LOCAL 98

Name: 

Title: BUSINESS REP - VP

Date: 12/1/2011

Union: HEAT + Frost INSULATORS LOCAL 6

Name: 

Title: BUSINESS AGENT

Date: 12/1/2011

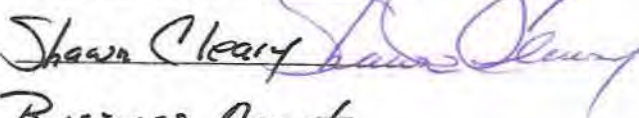
Union: Plumbers + Steam Fitters Local 131

Name: 

Title: Business Manager

Date: 12/1/2011

Union: Iron Workers Local 7

Name: 

Title: Business Agent

Date: 12/1/2011

UNION

New Hampshire Building and Construction Trades Council

Name: _____

Title: _____

Date: _____

Union: Road Sprinkler Fitters UA Local 669

Name: John D Bodine SR Business Agent BA Sighting for
Title: Business manager John D Bodine SR
Business Agent

Date: 12/1/2011

Union: TEAMSTERS LOCAL 633

Name: Rick Loughton Rick Loughton
Title: BUSINESS AGENT

Date: 12/1/11

Union: _____

Name: _____

Title: _____

Date: _____

Union: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE

In witness whereof, the parties have caused this Agreement to be executed and effective upon the satisfaction of the conditions set forth in Article 2, Section 2.

GENERAL CONTRACTOR

Name: _____
Title: _____
Date: _____

UNION

New Hampshire Building and Construction Trades Council

Name: _____
Title: _____
Date: _____

X Union: Local 33 Boomer
Name: Paul Bickford
Title: B. M. F. S.
Date: 12/8/11

Union: _____
Name: _____
Title: _____
Date: _____

THIS AGREEMENT IS APPROVED BY THE OWNER

New Hampshire Building and Construction Trades Council

Name: _____

Title: _____

Date: _____

Union: _____

Name: _____

Title: _____

Date: _____

Union: _____

Name: _____

Title: _____

Date: _____

Union: Laborers Local 668Name: Dennis M. RobertsonTitle: Business ManagerDate: 12/05/2011

Union: _____

Name: _____

Title: _____

Date: _____

THIS AGREEMENT IS APPROVED BY THE OWNER

SIGNATURE PAGE

In witness whereof, the parties have caused this Agreement to be executed and effective upon the satisfaction of the conditions set forth in Article 2, Section 2.

GENERAL CONTRACTOR

Name: _____

Title: _____

Date: _____

UNION

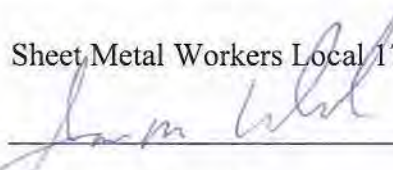
New Hampshire Building and Construction Trades Council

Name: _____

Title: _____

Date: _____

Union: Sheet Metal Workers Local 17

Name:  _____

Title: Business Manager

Date: 12/13/11

Union: _____

Name: _____

Title: _____

Date: _____

THIS AGREEMENT IS APPROVED BY THE OWNER

SIGNATURE PAGE

In witness whereof, the parties have caused this Agreement to be executed and effective upon the satisfaction of the conditions set forth in Article 2, Section 2.

GENERAL CONTRACTOR

Name: _____

Title: _____

Date: _____

UNION

New Hampshire Building and Construction Trades Council

Name: _____

Title: _____

Date: _____

Union: UBCJA - EASTERN DISTRICT

Name: Kevin Spencer

Title: EASTERN DISTRICT VICEPRESIDENT

Date: December 12, 2011

Union: _____

Name: _____

Title: _____

Date: _____

THIS AGREEMENT IS APPROVED BY THE OWNER

U.S. Department of Labor

Name: Maria J. Pizarro
Maria J. Pizarro, CPCM

Title: Senior Contracting Officer

Date: 1/30/2012

Project Labor Agreement - - Letter of Assent

Dear:

The undersigned party confirms that it agrees to be a party to and be bound by THE NEW HAMPSHIRE JOB CORPS CENTER, Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms. The terms of the Project Labor Agreement, its Schedules, Addenda and Exhibits are hereby incorporated by reference herein.

The undersigned, as a Contractor or Subcontractor (hereinafter Contractor) on the Project known as NEW HAMPSHIRE JOB CORPS CENTER and located at Manchester, New Hampshire, (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the Project Labor Agreement, a copy of which was received and is acknowledged, hereby:

- (1) Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all schedules; amendments and supplements now existing or which are later made thereto;
- (2) Agrees to be bound by the legally established collective bargaining agreements and local trust agreements as set forth in the Project Labor Agreement and this Agreement but only to the extent of Project work and as required by the PLA.
- (3) Authorizes the parties to such local trust agreements 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 Contractor but only to the extent of Project work as required by the PLA.
- (4) Certifies that it has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of said Agreement. The Contractor agrees to employ labor that can work in harmony with all other labor on the Project and shall require labor harmony from every lower tier subcontractor it has engaged or may engage to work on the Project. Labor harmony disputes/issues shall be subject to the Labor Management Committee provisions.
- (5) Agrees to secure from any Contractor(s) (as defined in said Agreement) which is or becomes a Subcontractor (of any tier), to it, a duly executed Agreement to be Bound in from identical to this document.

Dated: _____

(Name of Contractor or subcontractor)

(Name of GC; Contractor or
Higher Level Subcontractor)

(Authorized Officer & Title)

(Address)

(Phone) (Fax)

Contractor's State License

Sworn to before me this
____ day of _____, 2010

Notary Public

**FRANCIS T. MALONEY HIGH SCHOOL
Meriden, Connecticut**

PROJECT LABOR AGREEMENT

BETWEEN

GILBANE BUILDING COMPANY

and

**THE GREATER HARTFORD-NEW BRITAIN
BUILDING AND CONSTRUCTION TRADES COUNCIL
AND AFFILIATED LOCAL UNIONS**

of the Project are inspected and construction tested by the Construction Manager or Contractor and accepted by the Owner, the Agreement shall not have further force and effect on such items or areas. Further, nothing herein shall be construed to prohibit, restrict, or interfere with the performance of any other operation, work, or function that may occur at the Project site or be associated with the development of the Project which does not specifically come within the scope of this Agreement.

ARTICLE III. UNION RECOGNITION AND EMPLOYMENT

SECTION 1. Each signatory Contractor recognizes the Unions as the representative for all craft employees within their respective jurisdictions working on facilities within the scope of this Agreement.

SECTION 2. Each Contractor shall have the right to determine the competency of all employees, the right to determine the number of employees required, and shall have the sole responsibility for selecting the employees to be laid off consistent with Article V below. Each Contractor shall also have the right to reject any applicant referred by the Union.

SECTION 3.

(a) Recognizing that this is a publicly-financed and supported Project for the benefit of all residents of Meriden, all signatories to this Agreement agree that any special condition required of the Construction Manager and Contractors by the Owner will be observed and accepted for the performance of Project work, including but not limited to:

- (i) payment of wages and benefits at least equal to those established by the applicable prevailing wage statute and regulations; and
- (ii) the encouragement of employment of minorities and residents of Meriden.

(b) Except as otherwise provided in this Agreement, applicants for various classifications covered by the Agreement required by any contractor on the Project shall be referred to each Contractor by the Union. Each Union shall utilize a job referral system and each signatory Contractor agrees to make use of such system as necessary. There shall be no discrimination against any Contractor or applicant for employment because of his or her membership or non-membership in the Union. Such job referral system must be operated in a non-discriminatory manner and in full compliance with Federal, state and local laws and regulations which require equal employment opportunities and non-discrimination, and referrals shall not be affected in any way by the rules, regulations, by-laws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as established in this Article.

- (i) Such referral system shall operate so as to make all good faith efforts to achieve a Community participation goal of thirty percent Meriden resident workers on the Project.
- (ii) Such referral system shall operate so as to make all good faith efforts to achieve a goal of ten percent minority workers on the project.
- (iii) Such referral system shall operate as to make all good faith efforts to achieve a goal of five percent female workers on the project.
- (iv) Such referral system shall operate so as to make all good faith efforts to achieve a goal of five percent veteran workers on the project.

Nothing in this Section 3 shall require a Contractor to hire any worker that such Contractor believes is not qualified for the available work.

SECTION 3. All Union employees now in the employ of any Contractor shall remain members in good standing in the Union during the term of this Agreement. All other employees hereinafter employed by a Contractor shall either elect to become members of the Union, or if they do not desire to become members, they shall not be required to join a Union but shall pay the monthly representation fee and shall not be required to pay monthly Union dues. Such dues or fees obligation will be effective on the eighth (8th) day of employment on the Project and shall remain in effect during the term of this Agreement. The Union shall ensure that the Union security requirement in this Article shall be in compliance with all applicable Federal and State laws.

SECTION 5. Each signatory Contractor shall deduct from the wages on all hours worked of all employees who are covered by this Agreement and who have signed and delivered to the Contractor proper legal authorization for such deductions (*the sums representing the dues or fees as described in Section 4 above). Said sums shall be payable to the local Union as dues or representation fees, reported on forms provided for that purpose and forwarded to the Union at the same time and in the same manner as fringe benefit contributions. Said forms shall contain the necessary information and details of these deductions and hours worked by employees covered by this Agreement, as may be required.

SECTION 6. In the event that any Union is unable to fill any requisition for employees within a forty-eight (48) hour period after such requisition is made by the Contractor (Saturdays, Sundays and Holidays excepted), the Contractor may employ applicants from any other available source.

SECTION 7. No Union shall knowingly refer to a Contractor under this Agreement employees currently employed by another Contractor working under this Agreement.

SECTION 8

(a) The Unions will exert their utmost efforts to recruit and refer sufficient numbers of skilled craftsmen to fulfill the manpower requirements of the Contractors, including any specific employment conditions to which the Contractor is obligated pursuant to the provisions of the statutes and regulations governing development of the Project. The parties to this Agreement support the development of increased number of skilled construction workers from residents of Meriden to meet the needs of this Project and the requirements of the industry generally. Toward that end, the Unions agree to encourage the referral and utilization, to the extent permitted by law, of qualified residents as journeymen, apprentices and trainees on this Project, and entrance into such apprenticeship and training programs as may be operated by the Unions. All parties agree to fully cooperate in local hiring and training programs developed by the governmental entities with the advice and assistance of the Unions. Further, all parties agree to take the appropriate steps necessary to encourage the bidding for and the awarding of work on the Project qualified small, local, and minority/disadvantaged Contractors in the construction business, consistent with applicable procurement laws and regulations, and assist them in the effective and efficient implementation of the contracts awarded to them without hindrance, interference or delay. Where employees require HAZMAT training, the Unions agree to provide such training at no additional cost to the Contractor.

(b) Because of the potential lack of qualified Contractors and employees in the normal recruiting area for the Project, the parties understand that qualified Contractors or respective employees may be sought from outside of Meriden for work covered by this Agreement. All parties agree that they will exert their best, good faith efforts to avoid establishing impediments to the efficient work of such Contractors and employees under this

Agreement through cooperating with such Contractors. Each Contractor shall have the ability to bring a reasonable number of key employees to the Project provided that as a general rule such employee complement does not exceed thirty percent (30%) of its workforce on a given day, of which twenty percent (20%) may be designated as key supervisors and provided that said employees and key supervisors were employed by that Contractor on the date thirty (30) days before said Contractor submitted its bid on this Project, and provided further that the composition of the employees shall be consistent with the goals for residents, minorities, women and veterans set forth herein. In the event a dispute arises between the Contractor and the Union concerning the use of resident employees, such disputes shall be referred to the a committee consisting of the Mayor of Meriden and two (2) City Council members to be appointed by the Mayor. The decision by the Committee shall be final and binding on the Contractor, the Union and the employees. The Construction Manager and the Greater Hartford-New Britain Building and Construction Trade Council will work together to implement such procedures and advise the Unions and Contractors of reasonable means to effectuate the intent of this provision.

SECTION 9. The selection of non-working foremen and/or general foremen and the number of non-working foremen required shall be entirely the responsibility of the Contractor. All employees shall take orders from the designated Contractor representatives.

SECTION 10. Except as provided in Article V, Section 3, individual seniority shall not be recognized and applied to employees working on the Project.

ARTICLE IV.

HELMETS TO HARDHATS

SECTION 1. The Contractors and the Union recognize a desire to facilitate the entry into the building and construction trades of veterans interested in careers in the building and