

**PROJECT LABOR AGREEMENT**

**FOR**

**BRISTOL TOWNSHIP SCHOOL DISTRICT  
PROJECT AGREEMENT**

**BETWEEN**

**BUILDING & CONSTRUCTION TRADES COUNCIL  
OF PHILADELPHIA & VICINITY, AFL-CIO**

**AND**

**PROJECT CONTRACTORS/SUBCONTRACTORS**

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## **Preamble**

This Project Labor Agreement (hereinafter referred to as the “Agreement” or the “Project Labor Agreement”), is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between the Building and Construction Trades Council of Philadelphia & Vicinity, AFL-CIO (hereinafter the “Trades Council”), on behalf of their affiliated International Unions and Local Unions, as specifically identified on the signature page of this Agreement, each acting in its own behalf and on behalf of its respective affiliates and members (hereinafter collectively referred to as the “Unions”), and all contractors and subcontractors (collectively, the “Contractors”) used by the Bristol Township School District (hereinafter “Project Owner”) to perform work on the [Ralph Waldo Emerson Elementary School Construction Site][James Buchanan Elementary School Construction Site] under this Agreement.

This Agreement shall govern the relationship between the Trades Council and Unions and the Contractors used to perform all work necessary or incidental to the Project, as described more fully in Article II of this Agreement.

It is understood by the parties to this Agreement that construction work covered by this Agreement shall be contracted to contractors and subcontractors which execute and are bound by the terms of the Agreement.

It is understood and agreed that the Project Owner and its authorized designee(s) shall retain the right to select the Contractors who shall perform work on the Project, which work shall be governed by and subject to the terms and conditions set forth in the construction contracts entered into by and between the Project Owner and the respective Prime Contractors and/or Contractors, as the case may be. It is further understood by the parties hereto that nothing in this Agreement shall be construed to abridge this right.

## **ARTICLE I**

### **PURPOSE**

IT IS HEREBY RECOGNIZED by the Contractors, Trades Council and Unions that the Project Owner has a compelling interest in carrying out the work necessary or incidental to the Project, safely and in a timely manner, using a skilled labor force at the lowest reasonable cost, the highest level of efficiency and the highest degree of quality.

Further, it has been recognized by the Project Owner that it can best carry out work on the Project through the use of a highly skilled workforce and under the cooperative efforts of the Project Owner, Trades Council, Unions and Contractors, which will assure that labor disputes are resolved without Disruptions and which provide for enforceable guarantees that the Project will be carried out in an orderly and timely manner without disputes and with provisions protecting the wages, hours, working conditions and safety of those workers whose skills are required to complete such projects.

Further, the Project Owner recognizes that it can best accomplish these goals by providing that the Project, which is subject to the Pennsylvania Prevailing Wage Act, require that all contractors and subcontractors of whatever tier shall enter into this Project Agreement with the Trades Council and their affiliated unions as a precondition of performing work on this Project and that such Contractors, as well as all subcontractors, assignees or transferees, shall agree to abide by this Agreement and the wages, hours, working conditions and other terms and conditions as specified herein for construction workers employed on this Project.

Further, the parties to this Agreement recognize that it is essential that there are no delays in the construction work. To this end, the parties hereby adopt a cooperative dispute resolution program, which program is set forth herein, for the purpose of engendering harmony and labor-management peace at the Project site. Accordingly, in recognition of the needs of the Project, and to maintain a spirit of harmony and labor-management peace and stability during the term of this Project Labor Agreement, the parties may, but are not required to, adopt the "Built-Rite Labor-Management Program". (Information regarding this program is provided in Appendix A.)

## **ARTICLE II**

### **SCOPE OF THE AGREEMENT**

This Agreement shall apply to all construction work performed for the Project as that work is defined in the construction contract, plans and specifications and official bidding documents developed for the Project.

A. The Project Owner, or its designee, has the absolute right to select the lowest responsible bidder for the award of the contract(s) on the Project without reference to the existence or non-existence of any agreements between such bidder and any party to this Agreement.

B. It is agreed that all Contractors that are awarded work for the Project directly from the Project Owner or its designee shall execute a copy of this Agreement as a precondition of performing such work. It is further agreed that all subcontractors of such Contractors, of whatever tier, that are awarded work covered by this Agreement shall be required to accept and be bound by the terms and conditions of this Agreement as a precondition of performing work on the Project and shall acknowledge same by executing a required Letter of Assent to the Project Labor Agreement (as appears in Appendix B hereto).

C. The provisions of this Agreement, including the attached Collective Bargaining Agreements, shall apply to the construction of the Project; provided, however the attached Collective Bargaining Agreements shall be applicable only to the Union workers who are parties thereto and to no other worker on the Project, including, but not limited to, Unaffiliated Workers. Notwithstanding the foregoing, the provisions of any Local, International or other collective bargaining or other work-related agreements, as such may relate to Unaffiliated Workers, which may conflict with or differ from the terms of this Agreement, shall be of not force or effect hereunder. Where a subject covered by the provisions of this Agreement is also covered by a Collective Bargaining Agreement or any Unaffiliated Agreement, the provisions of this Agreement shall prevail. It is further understood that the Contractors shall not be required to sign any other agreement as a condition of performing work on this Project, except to the extent otherwise required by the Project Owner. No past or current practice, understanding or agreement between a Contractor and the Trades Council, the Union and/or any other Contractor, which is not set forth explicitly in this Agreement, shall be binding on this Project.

D. It is understood that this Agreement, together with the referenced Appendices A, B and C, constitutes a self-contained, standalone Agreement and that by virtue of having become bound to this Agreement, the Contractor will not be obligated to sign any other Local, Area, National or International Agreement and that the Contractors, Trades Council and Unions will not assert any terms and conditions as contained in any other area, local, national or international collective bargaining agreements with the purpose to impede the efficiency of this Project, except that the work of the International Union of Elevator Constructors on the Project shall be performed under the terms of its National Agreement.

E. This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries or other ventures of any such party; provided, however, any parent, affiliate, subsidiary or other venture of any signatory party who shall perform any work covered by this Agreement shall be required to accept and be bound by the terms and conditions of this Agreement as a precondition of performing work on any of the Projects and shall acknowledge same by executing a required Letter of Assent to the Project Labor Agreement (in a form substantially similar to that appearing in Appendix B hereto). Failure of such parent, affiliate, subsidiary or other venture of any signatory party to so execute

required Letter of Assent to the Project Labor Agreement shall constitute a default hereunder by such signatory party.

F. This Agreement shall apply to the construction of the Project described in the project plans and specifications, including related site preparation work and any related demolition work necessary for the construction of the Project. Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation, work or function which may occur in or around the Project site or be associated with the development of the Project, or with the ongoing operations of the Project Owner.

G. Items specifically excluded from the Scope of this Agreement include the following:

1. Work of non-manual employees, including but not limited to, superintendents, architects, construction managers, supervisors, staff engineers, surveyors (except where expressly covered by a current local collective bargaining agreement which forms the basis for a Collective Bargaining Agreement under Appendix C hereof), schedulers, estimators, project coordinators, inspectors, testers, quality control personnel, quality assurance personnel, timekeepers, mail carriers, clerks, office workers including messengers, guards and emergency medical and first-aid technicians, and other professional, engineering, administrative, supervisory, consultants and management employees.
2. Equipment and machinery owned or controlled and operated by the Project Owner or its representatives or agents.
3. All Project Owner employees.
4. Any work performed on or near, or leading to or into, the Project site by state, county, city or other governmental bodies, or their contractors; or by public utilities or their contractors and/or by the Project Owner, or its Contractors, for work which is not expressly part of the Project covered by this Agreement.
5. Off-site maintenance on leased equipment and on-site supervision of such work.
6. Off-site warranty functions and warranty work, and on-site supervision of such work.
7. Exploratory geophysical testing, except where expressly covered by a current Collective Bargaining Agreement, which is included within Appendix C hereof.

8. Laboratory or specialty testing or inspections not ordinarily done by the workers on the Project.
9. On-site preparation by Project Owner, its employees, representatives or agents, of existing buildings or structures for demolition, as directed by Project Owner.
10. Independent truck drivers and haulers engaged in the delivery of equipment and supplies to or in connection with the Project.

H. None of the provisions of this Agreement shall apply to the Project Owner and nothing contained herein shall be construed to prohibit or restrict the Project Owner or its employees from performing work covered or not covered by this Agreement on the Project site. As areas and systems of the Project are inspected and construction tested by the Construction Manager and accepted by the Project Owner, the Agreement shall not have further force or effect on such items or areas, except as directed by the Project Owner to engage in repairs, modifications, check-out and/or warranty functions required by their contract(s).

I. It is understood that the Project Owner, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time without notice.

J. It is understood that the liability of any Contractor and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the Project Owner or Contractors. The parties hereto expressly agree that the Contractors are and shall remain independent contractors of the Project Owner for the performance of the services as set forth in this Agreement and other agreements related to the Projects; the relationship between the Contractors and the Project Owner shall be that of independent contractor and principal. The Contractors and their workers, employees, contractors, representatives, agents or other persons acting on its behalf, including, but not limited to the Trades Council, the Unions and their respective members, participants, representatives and employees who provide service pursuant hereto, are not employees of the Project Owner for any reason. Nothing contained in this Agreement will be construed to constitute any Contractor, or the Trades Council, the Unions and their respective members, participants, representatives and employees who provide service pursuant hereto, as an employee or agent of the Project Owner; nor shall Contractor, or the Trades Council, the Unions and their respective members, participants, representatives and employees who provide service pursuant hereto or the Project Owner have any authority to bind the other in any respect or to assume or create any obligation, liability, responsibility, express or implied, for or on behalf of such other party. This Agreement does not establish a partnership or joint venture by and between the parties hereto.

### ARTICLE III

#### UNION RECOGNITION AND EMPLOYMENT AND SECURITY

A. To the extent work is performed under this Agreement by workers represented by a Union and/or the Trades Council, the Contractors recognize the Trades Council and the Unions as the sole and exclusive bargaining representatives of such workers working on facilities within the scope of this Agreement. To the extent work is performed under this Agreement by Unaffiliated Workers, such Unaffiliated Workers shall have such bargaining representative as may be provided in any Unaffiliated Agreement or pursuant to their respective employment relationship in connection with working on facilities within the scope of this Agreement.

B. Applicants for various classifications required by the Contractors on the Project shall be referred to the Contractors by the Unions, the Trades Council and such other sources that the Contractor deems appropriate. The Contractors shall have the right to determine the competency of all workers, the right to determine the number of workers required, and the sole responsibility for selecting the workers to be laid off consistent with Article V below. The Contractors shall also have the right to reject any applicant referred by the Union, Trades Council or any other source.

C. For a Union now having a job-referral system in its Local Collective Bargaining Agreement, for the purpose of initial employment only, the Contractors agree to include such system in the appropriate Collective Bargaining Agreement contained in Appendix C, subject to other provisions hereof. 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 Agreement.

D. All Trades Council and Union workers covered by this Agreement shall be subject to the Union security provisions contained in the applicable Collective Bargaining Agreement for each Union contained in Appendix C hereof.

E. 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 Contractors (Saturdays, Sundays and Holidays excepted), the Contractors may employ applicants from any other available source at its sole discretion. The Contractors shall notify the Union of workers hired by any source.

F. The Unions will exert their utmost efforts to recruit sufficient numbers of skilled craftsmen to fulfill the manpower requirements of the Contractor, subject to the terms and conditions set forth herein.



G. The selection of craft foreman and/or general foreman and the number of foremen required shall be entirely the responsibility of the Contractor. It is understood that the procedure for selection of such foreman and/or general foreman may be affected by specific provisions of the applicable Collective Bargaining Agreements contained in Appendix C; and further, that the Contractors shall give primary consideration to qualified individuals within the jurisdiction of the Local Union (limited where required by existing local Collective Bargaining Agreements, to those passing a required test). All foremen shall take orders exclusively from the designated Contractor representatives. Craft foremen shall be designated as working foremen at the request of the Contractor, except when an existing local Collective Bargaining Agreement prohibits a foreman from working when the craftsmen he/she is leading exceed a specified number.

H. Except as provided in Article IV, Section B, individual seniority shall not be recognized or applied to workers working on the Project.

## **ARTICLE IV**

### **UNION REPRESENTATION**

A. Authorized representatives of the Union shall have access to the Project, provided they do not interfere with the work of any workers or employees and further provided that such representatives fully comply with the posted visitor and security and safety rules of the Project.

B. Stewards

1. Each signatory Local Union shall have the right to designate one (1) working journeyman as a job steward per shift, and shall notify the Prime Contractor in writing of the identity of the designated steward prior to the assumption of his/her duties as steward. Such designated steward shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay of their respective crafts.
2. The stewards shall not have the right to determine which Overtime shall be worked or who shall work Overtime, except on the basis of the appropriate Collective Bargaining Agreement under Appendix C and procedures therein for establishing equitable distribution of Overtime and in accordance with the terms and conditions hereof; provided, that the exercise of such right shall not, in the opinion of the Prime Contractor or his/her/its designee, materially delay the completion of the Project or result in a materially higher cost to the Project. In the event of a determination made by the Prime Contractor or his/her/its designee as provided in the immediately preceding sentence, Prime Contractor or his/her/its designee shall make the determination as to which Overtime shall be worked or who shall work Overtime.

C. On work where the Project Owner personnel, representatives or agents may be working in close proximity to the construction activities, the Union agrees that the Union representatives, stewards and individual workers will not interfere with the Project Owner personnel, representatives or agents or with the work which is being performed by the Project Owner personnel, representatives or agents.

## ARTICLE V

### MANAGEMENT RIGHTS

A. The Contractors retain full and exclusive authority for the management of their respective operations. Except as expressly limited by other provisions of this Agreement, the Contractors retain the right to direct their respective workforces, including the hiring, promotion, demotion, transfer, layoff, discipline or discharge for just cause of their respective employees or any of their respective workers on the Project; the selection of foremen; determination of the size and makeup of each crew; to assign and schedule work; to promulgate reasonable work and safety rules; to require Overtime work, to determine when it shall be worked and the number and identity of their respective or any workers engaged for such work; to regulate the use of the Contractors' respective equipment and property, the amount of equipment materials used, and the number of their respective employees or any workers needed; and to subcontract all or any portion of the work performed under this Agreement, subject to the Project bid and contract documents. The Contractors may utilize any method or techniques of construction in their respective discretion and best professional judgment, subject to the Project bid and contract documents and, as the case may be, direction of the Prime Contractor.

Except as otherwise expressly stated in this Agreement or in the Project bid and contract documents, there shall be no limitation or restriction upon any Contractor's choice of materials or design, nor, subject to the principle of legitimate work preservation set forth in the following paragraph, upon the full use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished or pre-assembled materials, tools or other labor-saving devices.

B. Except as otherwise expressly stated in this Agreement, it is recognized that the use of new technology, equipment, machinery, tools and/or labor-saving devices and methods of performing work will be initiated by the Contractors in their sole discretion from time to time during the Project. The Unions agree that they will not in any way restrict the implementation of such new devices or work methods. If there is any disagreement between the Contractor and any Union(s) concerning the manner or implementation of such device or method of work, the implementation shall proceed as directed by the Contractor, and the Union(s) shall have the right to grieve and/or arbitrate the dispute as set forth in Article VII of this Agreement.

C. When applicable, the Contractors shall have the right to change or shift an operating engineer to as many pieces of equipment as is reasonable and safe, including back to

his/her original piece of equipment. Contractors may utilize any method or technique to perform the work in question in the most efficient and productive manner.

D. No rule, custom or practice that limits or restricts productivity, efficiency or the individual and/or joint working efforts of workers on the Project shall be permitted or observed.

## ARTICLE VI

### **NO STRIKES, WORK STOPPAGES, SLOWDOWNS OR LOCKOUTS**

A. Each Union agrees that neither it nor its worker-members shall engage in any Disruption for any reason, directly or indirectly, against the Project Owner, any Contractor or the Project. Each Unaffiliated Contractor agrees that neither it nor its Unaffiliated Workers shall engage in any Disruption for any reason, directly or indirectly, against the Project Owner, any Contractor or the Project. Nor shall there be any other action, which has the effect, whether or not intended, of disrupting or interfering with the timely performance of work under or related to this Agreement. Nor shall there be any lockout regarding such work by the Project Owner, or any Contractor. Breach of any of the terms set forth in this Article shall constitute a default under this Agreement.

B. A Contractor may discharge any worker violating Section A hereof, and, in the case of Unions, any such worker will not be eligible for referral under this Agreement for a period of ninety (90) working days from the date of his/her discharge. Furthermore, a Contractor shall be under no obligation to consider any discharged worker for any additional employment or work hereunder. Each Contractor and the respective Union(s) shall take all steps necessary to obtain compliance with this Article, and no party hereto shall be held liable for conduct for which it is not responsible.

C. (1) Each Union agrees that it and its leadership covenants to ensure that each Union's respective members will comply with all of the provisions of this Article VI and to ensure that there are no Disruptions as set forth in Section A hereof.

(2) Each Contractor agrees that it and its leadership covenants to ensure that each Contractor's respective employees or workers will comply with all of the provisions of this Article VI and to ensure that there are no Disruptions as set forth in Section A hereof.

D. If the Project Owner or a Contractor contends that any Union has violated this Article, then within twenty-four (24) hours of becoming aware of such alleged violation, it shall cause a Disruption Notice by telegram, hand-delivery, electronic mail, facsimile or overnight mail to be delivered to the highest ranking officer of such International Union in question advising him/her of the fact, with copies of such notice to the highest ranking officer of the Local Union involved and the Superintendent of Schools of the Project Owner. Within twenty-four (24) hours after receipt of the Disruption Notice, the highest ranking officer of such International

Union who receives such notice shall instruct, order and use the best efforts of his/her office to cause the Local Union to cease any violation of this Article.

E. Any party to this Agreement, the Contractor in question or the Project Owner, may institute the following procedure, in lieu of or in addition to, any other action at law or equity, when a breach of Section A above is alleged:

1. A Permanent Arbitrator shall be selected by mutual agreement of the Prime Contractor, the Trades Council (on behalf of itself and the Unions) and the Project Owner within five (5) business days after execution of this Agreement, unless such period is otherwise extended in writing by the parties. If agreement on this issue cannot be reached within such time period, this selection shall be made by Prime Contractor, the Trades Council (on behalf of itself and the Unions) and the Project Owner pursuant to the procedures of the American Arbitration Association.
2. A party invoking this procedure shall notify the Permanent Arbitrator of the alleged violation of this Agreement within three (3) business days after becoming aware of such alleged violation. In the event that the Permanent Arbitrator is unavailable at any time, he/she shall appoint his/her alternate. An Arbitrator Notice of the alleged violation to the Permanent Arbitrator shall be by the most expeditious means available, with notices by overnight mail, hand delivery, electronic mail, facsimile, or telegram to the party alleged to be in violation, the Contractor or Project Owner, as the case may be, and to the Trades Council, if it is a Union or member thereof alleged to be in violation.
3. Upon receipt of the Arbitrator Notice, the Permanent Arbitrator named above or his/her alternate shall sit and hold a Disruption Hearing within twenty-four (24) hours if it is contended that the alleged violation still exists. The Disruption Hearing shall not take place less than twenty-four (24) hours after the delivery of the Disruption Notice, to the extent applicable. The Disruption Hearing shall not occur, be held or take place at any time during the Work Day in any Work Week.
4. The sole issues at the Disruption Hearing shall be whether or not a violation of Section A hereof in fact has occurred and what the appropriate remedial action for such violation shall be. The Permanent Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any.
5. The Permanent Arbitrator's award/ruling may be enforced by any court of competent jurisdiction upon the filing of award/ruling and this Agreement and all other relevant documents referred to hereinafter in the following manner. Notice by telegram, hand-delivery, electronic mail, facsimile or

overnight mail of the filing of such enforcement proceedings with a court of competent jurisdiction shall be given to the other parties-in-interest, including, but not limited to, the Project Owner. In the proceeding to obtain a temporary order enforcing the Permanent Arbitrator's award, all parties hereto waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party-in-interest's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the Permanent Arbitrator's award/ruling shall be served on all parties-in-interest to each party's last known address or business office by hand-delivery, facsimile or overnight mail.

6. Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the parties to whom they accrue.
7. The fees and expenses of the Permanent Arbitrator shall be equally divided between the moving party or parties and the respondent party or parties.

F. Procedures contained in Article VII shall not be applicable to any alleged violation of this Article, with the exceptions of Section G and that any worker discharged for violation of Section A above may resort to the procedures of Article VII to determine only if he was, in fact, engaged in that violation.

G. The work on the Project shall proceed as assigned by each Contractor, respectively, until finally resolved under the applicable procedure of this Article by the Permanent Arbitrator and/or a court of competent jurisdiction, as the case may be. The award/ruling or resolution shall be confirmed in writing to the involved parties. There shall be no Disruption in protest of any such award/ruling or resolution.

H. If any local, regional and other applicable labor agreements, including the Collective Bargaining Agreements, applicable to the Project and/or this Agreement expire during the term of this Agreement, it is specifically agreed that there shall be no strike, sympathy strike, picketing, lockout, slowdown, withholding of work refusal to work, walk-off, sick-out, sit-down, stand-in, wobble, boycott or any other work stoppage, disruption, advising the public that a labor dispute exists, or other impairment of any kind as a result of the expiration of any local, regional, or other applicable labor agreement having application to the Project and/or failure of the parties to that agreement to reach a new contract. Terms and conditions of employment established and set for purposes of prevailing wage requirements under such labor agreements or as required by law at the time of bid or thereafter shall remain established and set. Otherwise to the extent that such a local, regional, or other applicable labor agreement does expire and the parties to that agreement have failed to reach agreement on a new contract, work will continue on the Project, uninterrupted.

## ARTICLE VII

### DISPUTES AND GRIEVANCES

A. This Agreement is intended to provide close cooperation between management and labor. The Contractors and Trades Council shall each assign a representative to this Project for the purpose of assisting the Local Unions, together with the Contractors, to complete the construction of the Project on-time, economically, efficiently, continuously and without Disruption.

B. The Contractors, Unions and Union workers, collectively and individually realize the importance to all parties to maintain continuous and uninterrupted performance of the work on the Project and agree to resolve disputes in accordance with the arbitration provisions set forth in this Article. If a dispute arises involving the interpretation of the terms of this Agreement or of any Collective Bargaining Agreement hereto with respect to the work necessary or incidental to the Project, the parties hereto agree that such dispute shall be resolved through the following procedure and that this procedure shall supersede all grievance and arbitration processes in any other agreement or document, including, but not limited to those contained in the Collective Bargaining Agreements set forth in Appendix C.

C. Any question arising out of and during the term of this Agreement involving its interpretation and application (other than trade jurisdictional disputes or alleged violations of Article VI, Section A) or the interpretation or application of any Collective Bargaining Agreement set forth in Appendix C attached hereto shall be considered a grievance and subject to resolution under the following procedures:

Step 1: (a) When any worker who is a member of a Union subject to the provisions of this Agreement feels he or she is aggrieved by an alleged violation of this Agreement, he or she shall, through his or her Local Union business representative or job steward, give a Grievance Notice during the Initial Grievance Period to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. Failure to timely provide such Grievance Notice shall be deemed a complete and general release and waiver of any dispute or grievance claim by the worker related to the occurrence of the alleged violation or any dispute or grievance resulting therefrom.

(b) The business representative of the Union or the job steward and the work site representative of the involved Contractor(s) shall meet and endeavor to resolve the matter during the Initial Grievance Resolution Period. If the business representative of the Union or the job steward and the work site representative of the involved Contractor fail to resolve the matter within the Initial Grievance Resolution Period, the grieving party may, within two (2) Work Days after the expiration of the Initial Grievance Resolution Period, pursue Step 2 of the Grievance Procedure; provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged

grievance, including a short description thereof, the date on which the alleged violation occurred and the provision(s) of the Agreement or applicable Collective Bargaining Agreement alleged to have been violated.

(c) Failure to timely pursue Step 2 of the Grievance Procedure shall be deemed a complete and general release and waiver of any dispute or grievance claim by the grieving party related to the occurrence of the alleged violation or any dispute or grievance resulting therefrom.

(d) Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved unless endorsed by the Contractor within five (5) days after resolution has been reached and the terms of the resolution are set forth in writing to the Contractor.

Step 2: The business manager of the involved Local Union or his/her designee and the labor relations representative of the Contractor shall conduct an Initial Step 2 Meeting. If the parties fail to reach a settlement within three (3) Work Days after the Initial Step 2 Meeting, the dispute may be appealed in writing in accordance with the provisions of Step 3 within six (6) Work Days after the Initial Step 2 Meeting. Failure to so timely appeal in writing in accordance with the provisions of Step 3 shall be deemed a complete and general release and waiver of any dispute or grievance claim by the grieving party related to the occurrence of the alleged violation or any dispute or grievance resulting therefrom.

Step 3 (a): Should any of the parties to a grievance timely appeal in accordance with Step 2 hereof, such grievance shall be submitted to the Permanent Arbitrator or, if the Permanent Arbitrator is not available, his/her alternate. If a Permanent Arbitrator has not been selected as provided in this Agreement, the parties shall select an arbitrator in accordance with the rules of the American Arbitration Association. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the arbitrator shall be final and binding on all parties and the fees and expenses of such arbitrations shall be borne equally by the involved Contractor and the involved Union(s).

(b): The arbitrator shall have the authority to make decisions only on issues presented to him/her and he/she shall not have the authority to change, amend, add to or detract from any of the provisions of this Agreement.

D. No resolution or decision may provide retroactivity exceeding the Initial Grievance Resolution Period.

E. The Prime Contractor shall be notified by the involved Contractor of all actions at Steps 2 and 3, and shall upon its request, be permitted to participate in full in all proceedings at these steps.

F. Notwithstanding any provision contained herein to the contrary, this Article VII shall not apply to or be available to any Unaffiliated Person on the Project. Such persons shall address any disputes or grievances related to this Agreement or work performed on the Project pursuant hereto in such manner and process as is the manner and process employed by the worker's employer or the Contractor, as the case may be.

G. Notwithstanding any provision contained herein to the contrary, there shall be no Disruption pending the resolution of any grievance or dispute or any appeal therefrom. The work on the Project shall proceed as assigned by the Contractor until finally resolved under the applicable procedure of this Article. The award or resolution of a grievance under this Article shall be confirmed in writing to the involved parties. There shall be no Disruption in protest of any such award or resolution.

## **ARTICLE VIII**

### **JURISDICTIONAL DISPUTES**

A. There will be no Disruption arising from any jurisdictional dispute. Pending the resolution of the dispute, the work shall continue uninterrupted as assigned by the Contractor.

B. Building construction work shall be assigned by the Contractor in accordance with the procedural rules of the Plan.

C. Any jurisdictional dispute over the Contractor's assignment of work shall be settled in accordance with one of the following procedures:

1. Where all of the disputing parties involved stipulate to the procedures of the Plan for disputes involving the building construction disciplines, the dispute will be settled in accordance with the procedural rules and decisions of that Plan and shall be binding upon the Contractor.

2. Where all the disputing parties involved are stipulated in an agreed-upon method, approved by the Department, for resolving disputes in a discipline other than building construction work, a dispute involving work assigned under that discipline shall be resolved in accordance with the procedures of that agreed-upon method.

3.(a) Where all parties are not bound to the same dispute resolution procedure, or where the dispute includes a difference among the parties over the appropriate body with jurisdiction to decide such dispute or in any other situation not covered in Sections A or B of this Article, and if the dispute is not resolved among the parties within three (3) Work Days, it shall be referred by any one of the Unions or the involved Contractor, within two (2) Work Days thereafter, to the International Unions with which the disputing Unions are affiliated. The International Unions and the involved Contractor shall meet within three (3) Work Days of such referral to resolve the dispute. Any



resolution shall be reduced to writing and signed by representatives of the involved Contractor and the International Unions.

(b) In the event that the respective International Unions of the disputing Local Unions and the-involved Contractor are unable-to-resolve-the dispute within thirty (30) calendar days from the date of referral, the dispute shall be referred by any of the interested parties to the Permanent Arbitrator to hear and decide issues arising from jurisdiction disputes. The parties agree that the Permanent Arbitrator shall, within seven (7) Work Days of referral, conduct a Grievance Hearing and render a determination of the dispute. The fees and expenses of such hearing shall be shared equally by each involved Union and the involved Contractor(s).

(c) In the Grievance Hearing, the Permanent Arbitrator shall first determine whether the work in dispute is covered by the appropriate discipline within which the work falls for purposes of jurisdictional assignment and whether there exists an agreed-upon method for the resolution of jurisdictional disputes in that discipline to which all parties to the dispute are bound. If the Permanent Arbitrator determines an agreed-upon method exists to which all parties are bound, he shall refer the dispute to that procedure for resolution. In all others cases, the Permanent Arbitrator shall proceed to resolve the dispute on the merits.

D. Any award or resolution made pursuant to Section C of this Article shall be final and binding on the disputing Unions and the involved Contractor on the Project only, and may be enforced in any court of competent jurisdiction. Such award or resolution shall not establish a precedent on other construction work not covered by this Agreement. In all disputes under this Article, the Contractor shall be considered a party in interest.

E. In making any determinations hereunder, there shall be no authority to assign work to a double crew, that is, to more workers than the minimum required to perform the work involved; nor to assign the work to workers who are not qualified to perform the work involved. This does not prohibit the establishment, with the agreement of the involved Contractor, of composite crews where more than one (1) worker is needed for the job. The aforesaid determinations shall decide only to whom the disputed work belongs.

F. There shall be no Disruption while any jurisdictional dispute is being resolved. The work shall proceed as assigned by the Contractor until finally resolved under the applicable procedure of this Article. The award or resolution shall be confirmed in writing to the involved parties. There shall be no Disruption in protest of any such award or resolution.

## **ARTICLE IX**

### **WAGES AND BENEFITS**

A. All workers covered by this Agreement shall be classified in accordance with work performed and paid, at a minimum, the base hourly wage rates for those classifications established pursuant to the Pennsylvania Prevailing Wage Act.

B. As necessary, the Contractor agrees to pay contributions to the established employee benefit funds in the amounts designated in the appropriate Local Union Collective Bargaining Agreements contained in Appendix C hereof; provided, however, that the Contractor and the Unions agree that only such bona fide employee benefits as accrued to the direct benefit of the worker (such as pension and annuity, health and welfare, vacation, apprenticeship and training funds, etc.) shall be included in this requirement and paid by the Contractor on the Project. Bona fide joint trustee fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added. The Contractor adopts and agrees to be bound by the written terms of the legally-established trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds. The Contractor authorizes the parties of such 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.

## ARTICLE X

### **HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS**

A. ***Work Week and Work Day.*** The work week during the term of the Project shall consist of the Work Week, as defined herein. The standard work day during the term of the Project shall consist of the Work Day, as defined herein. The Work Day may be changed to 7:00 AM-3:30 PM or 7:30 AM- 4:00 PM to accommodate job conditions on agreement between the Unions and Prime Contractor, provided notice is given or unless notice as is mutually agreed-upon.

B. ***Overtime.*** All Overtime work performed by workers on the Project and occurring during a Work Week shall be paid at one and one-half (1-1/2) times the regular rate of pay, except as otherwise stated herein. On Saturdays during the term of the Project, all Overtime shall be paid at one and one-half (1-1/2) times the regular rate of pay. On Sundays and Holidays occurring during a Work Week, all Overtime work performed by workers on the Project and occurring during a Work Week shall be paid at two (2) times the regular rate of pay. There will be no restriction upon the Prime Contractor's scheduling of Overtime or the non-discriminatory designation of workers who shall perform such Overtime work. There shall be no pyramiding of Overtime pay under any circumstances.

C. It shall not be a violation of this Agreement if the Project Owner considers it necessary to suspend or terminate all or a portion of the job for any reason. It shall not be a violation of this Agreement if the Contractor considers it necessary to suspend all or a portion of the job to protect the life and safety of a worker. In each of such cases, workers will be compensated only for the actual time worked; provided, however, that where the Contractor expressly requests workers to remain at the site and available for work, the workers will be

compensated for the stand-by time at their base hourly rate of pay. The parties expressly agree that all stand-by time shall be productive.

D. **Shifts.** The Prime Contractor shall have the right to establish second and third shift work arrangements for all or any portion of the work. In the event that the Prime Contractor so establishes shift work arrangements, Prime Contractor shall also set the standard work hours for such shift(s) and the lunch schedule for such shift(s).

E. **Holidays.** There shall be eight (8) recognized Holidays on the Project:

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas Day

All said Holidays shall be observed on the calendar date except those Holidays which occur on Sunday shall be observed on the following Monday.

F. **Meal Period.** The Prime Contractor will schedule a meal period of a duration of not more than one-half (1/2) hour at the work location at approximately four (4) hours into the scheduled shift, consistent with Section A; provided, however, that the Prime Contractor may in its sole discretion, for efficiency of the operation, establish a schedule which coordinates the meal periods of two or more crafts and the workers on the Project. If a worker is required to work through his or her meal period, he or she shall be compensated at a rate of one and one-half (1-1/2) times the regular rate of pay.

## ARTICLE XI

### **HIRING PRACTICES, APPRENTICES, VETERANS, LOCAL HIRE AND WORKFORCE DIVERSITY**

A. Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry; all Contractors will employ apprentices and trainees in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. The Contractors may utilize apprentices and such other appropriate classifications as are contained in the applicable craft Collective Bargaining Agreement contained in Appendix C hereof. Consistent with the goals of the Project, apprentices and such other classifications as are appropriate shall be employed in a manner consistent with Section C of this Article. Notwithstanding any provision contained herein, all continuing supportive programs contemplated hereunder shall comply at all times during the terms of this Agreement and the Project and in all respects with Policy 823, as amended from time to time, and, in the event that this Agreement conflicts with Policy 823, Policy 823 shall prevail. At all times during the

Project and the term hereof, each Contractor on the Project shall remain a Responsible Contractor.

B. The parties recognize that given the size and scope of the Project covered by this Agreement, the number of craftspersons and others expected to be employed to complete the work in a timely fashion, and the extended period of time during which the construction will be underway this Project should provide significant employment opportunities for qualified residents of Bucks County, Pennsylvania and surrounding areas.

C. The parties hereto agree to the following goals related to the Project:

1. 30% of all of the labor and craft positions to be staffed by workers residing in the Local Targeted Area;
2. At least 20% of total work hours on the Project will be performed by apprentices;
3. Workers residing in the Local Targeted Area, will perform 50% of all apprenticeship hours on the Project; and
4. 10% of all of the labor and craft positions to be staffed by minority and/or women workers and/or minority- and women-owned businesses.

D. The Contractors, the Unions and the Trades Council recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

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

## **ARTICLE XII**

### **SAFETY, PROTECTION OF PERSON AND PROPERTY**

A. In accordance with the requirements of the Occupational Safety and Health Act, it shall be the exclusive responsibility of each Contractor on the job site to ensure safe working conditions for its workers and their compliance with any safety rules contained herein or established by the Contractor; provided, however, it is understood that the workers have a safety obligation as set forth in Section B below.

B. Workers must use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and/or Project Owner. Failure to do so will be grounds for discipline, up to and including discharge.

C. Workers covered by the terms of this Agreement shall at all times while in the employ of the Contractor on the Project be bound by the safety, security and visitor rules as established by the Contractor and/or its designees in accordance with applicable State and Federal safety and health statutes and regulations. These rules will be published and posted in conspicuous places throughout the Project.

### **ARTICLE XIII**

#### **NO DISCRIMINATION**

A. The Contractors and Unions agree that they will not discriminate against any worker, employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, age or in any manner prohibited by law or regulation. It is recognized that special procedures may be established by joint agreement of the parties to this Agreement and governmental agencies for the training and employment of persons who have not previously qualified to be employed on construction projects of the type covered by this Agreement. The parties to this Agreement will all make good faith efforts to assist in the proper implementation of such orders, regulations or agreements for the benefit of the population within the jurisdiction of the Project Owner.

B. Any complaints regarding application of the provisions of Section A should be brought to the immediate attention of the involved Contractor for consideration and resolution.

### **ARTICLE XIV**

#### **WORKING CONDITIONS**

A. Unless otherwise provided in Section B of this Article, all job site working conditions, including rest periods, coffee breaks and work practices, shall be as provided for in the appropriate Collective Bargaining Agreement contained in Appendix C hereof or, in the case of Unaffiliated Persons, in accordance with the terms of the Unaffiliated Agreement governing the employment relationship of such Unaffiliated Persons.

B. The Prime Contractor shall establish such reasonable Project Rules as the Prime Contractor, in consultation with each applicable Contractor, deems appropriate and necessary in order to ensure the on-time, economical, efficient, and continuous Disruption completion of the Project without Disruption. All rules and regulations so established shall be observed by all workers on the Project, who by virtue of their being subject to this Agreement, are made subject to such rules.

## **ARTICLE XV**

### **SAVINGS AND SEVERABILITY**

A. It is not the intention of either the Contractors or Unions to violate any laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of the Agreement are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Contractors and Unions agree that if and when any and/or all provisions of this Agreement are finally held or determined to be illegal or void by a court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of an applicable law and the intent of the parties hereto. All parties to this Agreement hereby jointly express their intent to enter into, maintain and administer this Agreement so that it complies with the applicable laws.

B. This Article shall not be construed to waive the prohibitions of Article VI, and if the parties are unable to resolve their differences, the matter shall be referred to arbitration for resolution as provided for in the Grievance-Arbitration Procedure of Article VII.

## **ARTICLE XVI**

### **ORDER OF PRECEDENCE- INTERPRETATION**

A. The provisions of this Agreement, including the Collective Bargaining Agreements of the signatories hereto which shall apply exclusively to the signatories thereof, which are listed on and collectively designated as Appendix C, and Unaffiliated Agreements, in the case of Unaffiliated Persons, shall apply to all work within the scope of this Agreement, notwithstanding the provisions of Local or International Agreements, if any, which may conflict or differ from the terms or conditions hereof. If a subject covered by the provisions of this Agreement also is covered by any of the Collective Bargaining Agreements in Appendix C or Unaffiliated Agreements, in the case of Unaffiliated Persons, the provisions of this Agreement shall prevail.

B. Any dispute as to the applicable source, between this Agreement, Appendix C and/or Unaffiliated Agreements, in the case of Unaffiliated Persons, for purposes of determining the terms or conditions of employees with respect to work within the scope of this Agreement, if arbitrable hereunder, shall be resolved by submission to final and binding arbitration in accordance with Article VII of this Agreement. It is understood that this Agreement, together with the referenced Appendix C and Unaffiliated Agreements, in the case of Unaffiliated Persons, constitutes a self-contained, stand-alone agreement and that by virtue of having become

bound to this Agreement, neither the Project Owner nor any Contractor will be obligated to sign any other agreement or document relating to work within the scope of this Agreement.

## **ARTICLE XVII**

### **DURATION OF THE AGREEMENT**

This Agreement shall be effective the \_\_\_\_\_ day of \_\_\_\_\_ 2014 and shall continue in effect for the duration of the Project described in Article II hereof. Construction of any phase, portion, section or segment of the Project shall be deemed complete when such phase, portion, section or segment has been turned over to the Project Owner and has received the final acceptance from the Project Owner or its designee, subject to the terms and conditions of the applicable construction contract by and between the Project Owner and the Prime Contractor.

Each Collective Bargaining Agreement contained in Appendix C hereof attached to this Agreement shall continue in full force and effect until the Contractor (s) or Union(s) who are party to such Agreement notify the Project Owner or its designee of the mutually agreed upon changes in those provisions of such Agreement which are applicable to this Project, and the effective date thereof, which shall then become the effective date under this Agreement.

The wages rates and fringe benefit amounts provided for in Appendix C hereof as applicable and as affected hereby, shall continue in full force and effect until superseded by a subsequent valid, duly enacted Federal or State prevailing wage regulation.

In the renegotiation of any of the Collective Bargaining Agreements contained in Appendix C hereof, the Unions party to this Agreement agree that there will be no Disruptions because of, during or related to the renegotiation of any such Collective Bargaining Agreement contained in Appendix C hereof.

Any disagreement between the parties over the incorporation into any Collective Bargaining Agreement contained in Appendix C hereof of such provisions agreed upon in the renegotiation of any such Collective Bargaining Agreement as is contained in Appendix C, shall be referred to Article VII hereof for resolution.

## **ARTICLE XVIII**

### **DEFINITIONS**

In addition to the words and terms elsewhere defined herein, the following words and terms as used herein shall have the following meanings unless the context or use clearly indicates another or different meaning or intent:

“Agreement” or “Project Labor Agreement” shall mean the Project Labor Agreement executed by and between the Trades Council, on behalf of their affiliated International Unions and Local Unions, and the Contractors, dated as of \_\_\_\_\_, 2014.

“Arbitrator Notice” shall mean notice provided to the Permanent Arbitrator pursuant to Article VI, Section E, Subsection 2.

“Center” shall mean the Center for Military Recruitment, Assessment and Veterans Employment.

“Collective Bargaining Agreement” shall mean any collective bargaining agreement of any which is attached hereto as a part of Appendix C.

“Construction Manager” shall mean Reynolds Construction, LLC, its successors or assigns.

“Contractor” shall mean any individual firm, partnership, owner/ operator or corporation/LLC, or combination thereof, including joint ventures, which is an independent business enterprise and has entered into a contract with the Project Owner or any of its contractors or subcontractors/owner/operators of any tier, with respect to the construction of any part of the Project under contract terms approved by the Project Owner and which incorporates the Agreement. Such term shall also include, but not be limited to, Prime Contractor and Unaffiliated Contractors.

“Department” shall mean the Building and Construction Trades Department of the AFL-CIO.

“Disruption” shall mean strikes, sympathy strikes, sickouts, walkouts, lockouts, slowdowns, sit-downs, picketing, withholding of work, refusing to work, hand-billing, wobble, boycott, work stoppages or any other direct or indirect disruption, impairment or interference with the performance of the work to be carried out on the Project.

“Disruption Hearing” shall mean the hearing conducted pursuant to Article VI, Section E, Subsection 3 hereof.

“Disruption Notice” shall mean the notice to the Superintendent of Schools of the Project Owner and the highest ranking officer of an International Union provided pursuant to Article VI, Section D hereof by the Project Owner or a Contractor contending that a related Union has violated Article VI hereof within twenty-four (24) hours of the Project Owner or Contractor becoming aware of such alleged violation; provided such notice is made by telegram, hand-delivery, electronic mail, facsimile or overnight mail to be delivered to the highest ranking officer of such International Union in question advising him/her of the fact.

“Grievance Hearing” shall mean the hearing conducted pursuant to Article VIII, Section C, Subsection 3 hereof.

“Grievance Notice” shall mean notice provided by a member of a Union who claims he/she was aggrieved by an alleged violation of this Agreement to the work site representative of the



involved Contractor stating the provision(s) alleged to have been violated, pursuant to Article VII, Section C, Step 1.

“Grievance Procedure” shall mean the grievance procedure set forth in Article VII, Section C hereof.

“Holiday” shall mean the holidays or other dates listed in Article X, Section E hereof.

“Initial Grievance Period” shall mean the two working day period after the occurrence of an alleged violation of this Agreement during which any worker who is a member of a Union subject to the provisions of this Agreement feels he or she is aggrieved by such alleged violation during which, he or she shall, through his or her Local Union Business Representative or Job Steward, give the Grievance Notice.

“Initial Grievance Resolution Period” shall mean the period of two (2) working days after the Grievance Notice has been timely provided within which the Business Representative of the Union or the Job Steward and the work site representative of the involved Contractor(s) shall meet and endeavor to resolve the matter arising under Article VII, Section C, Step 1.

“Initial Step 2 Meeting” shall mean the meeting pursuant to Article VII, Section C, Step 2, between the Business Manager of the involved Local Union or his/her designee and the labor relations representative of the Contractor within three (3) working days after the referral of the dispute to this second step to arrive at a satisfactory settlement thereof.

“International Union” shall mean an international union specifically identified on the signature page of this Agreement.

“Local Targeted Area” shall mean the geographic region composed of the following ZIP codes: 19007; 19021; 19030; 19055; 19056; 19057.

“Local Union” shall mean a local union specifically identified on the signature page of this Agreement.

“Occupational Safety and Health Act” shall mean the Occupational Safety and Health Act of 1970, as amended from time to time, 29 U.S.C.A §§ 651, et. seq. and all regulations promulgated pursuant thereto.

“Overtime” shall mean hours worked in excess of forty (40) in any Work Week.

“Pennsylvania Prevailing Wage Act” shall mean the Pennsylvania Prevailing Wage Act, 43 P.S. §§ 165-1, et.seq., and the related regulations issued pursuant thereto, all as amended from time to time.

“Permanent Arbitrator” shall mean the permanent arbitrator selected pursuant to Article VI hereof.

“Plan” shall mean the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, amended as of May 2011.

“Policy 823” shall mean policy 823 of the Project Owner’s board of school directors, as the same may be amended or modified by such board of school directors from time to time.

“Prime Contractor” shall mean \_\_\_\_\_.

“Project” shall mean the construction of a new elementary school at the [James Buchanan Elementary School Site][Ralph Waldo Emerson Elementary School Site] in Bristol Township School District, Bucks County, Pennsylvania.

“Project Owner” shall mean Bristol Township School District.

“Responsible Contractor” shall mean a Contractor which satisfies the requirements set forth in Bristol Township School District Policy 823 (adopted by Resolution 5/21/07 of the Bristol Township Board of School Directors), as amended or modified by the Board of School Directors from time to time), which is incorporated in full herein by reference hereto.

“State” shall mean the Commonwealth of Pennsylvania.

“Trades Council” shall mean Building and Construction Trades Council of Philadelphia & Vicinity, AFL-CIO.

“Unaffiliated Agreement” shall mean the employment agreement or relationship (e.g. “at-will” employment relationship) governing the employment relationship of an Unaffiliated Contractor with Unaffiliated Worker(s).

“Unaffiliated Contractor” shall mean a Contractor on the Project who is not subject to a collective bargaining agreement with a Union which is a party hereto.

“Unaffiliated Person” shall mean an Unaffiliated Contractor or Unaffiliated Worker.

“Unaffiliated Worker” shall mean a worker on the Project who is not affiliated with or a member of a Union which is a party hereto, or otherwise subject to a collective bargaining agreement with a Union which is a party hereto.

“Unions” shall mean the International Unions and the Local Unions.

“Work Day” shall consist of eight (8) hours of work between the hours of 8:00 AM and 4:30 PM, with one-half hour unpaid lunch to commence no earlier than 11:30 AM and end no later than 12:30 PM; provided, however, that the Prime Contractor may in its sole discretion, for efficiency of operations, establish a schedule which coordinates the meal periods of any and all crafts and workers on the Project to occur at the same time.

“Work Week” shall consist of forty (40) hours Monday through Friday during the term of the Project.

“Worker”, “worker”, “Workers” or “workers” shall mean an individual or individuals employed, hired or otherwise retained by any Contractor(s) to perform work on the Project.

**[Remainder of Page Left Blank Intentionally.]**

The Trades Council, Unions and Contractors, their assigns, agents, successors, representatives and transferees, agree to abide by the terms and conditions contained in this Agreement with respect to the performance of the Project covered by this Agreement. No past or current practice, understanding or agreement between a Contractor and a Trades Council and/or Union party which is not explicitly set forth in this Agreement shall be binding on any other party.

FOR THE TRADES COUNCIL:

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BUILDING & CONSTRUCTION TRADES COUNCIL  
OF PHILADELPHIA & VICINITY, AFL-CIO  
FOR THE LOCAL UNIONS:

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INSULATORS & ALLIED WORKERS LOCAL #14

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BOILERMAKERS LOCAL #13

---

BRICKLAYERS & ALLIED CRAFTWORKERS #1

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CARPENTERS REGIONAL COUNCIL

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CEMENT MASONS LOCAL #592

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I.B.E.W. LOCAL #98

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I.B.E.W. LOCAL #269

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ELEVATOR CONSTRUCTORS LOCAL #5

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IRON WORKERS LOCAL #68

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LABORERS LOCAL #332

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INT'L UNION OF OPERATING ENGINEERS #542

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INT'L UNION OF PAINTERS & ALLIED TRADES DC #21

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PLASTERERS LOCAL #8

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PLUMBERS LOCAL #690

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ROOFERS & WATERPROOFERS LOCAL #30

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SHEET METAL WORKERS LOCAL #19

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SPRINKLER FITTERS LOCAL #692

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STEAMFITTERS LOCAL #420

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TEAMSTERS LOCAL #107

**FOR THE PROJECT CONTRACTORS**

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## APPENDIX A

The BUILT-RITE Construction Cooperative Process is a customized communications, problem-solving and continuous improvement program in the construction industry. The BUILT-RITE process is applied only to construction projects which utilize Building Trades Union Labor. The process is facilitated by Philadelphia Area Labor-Management Committee (PALM) staff, working with Project Owner, Project Management, Contractor and Labor representatives and is modeled after processes used to successfully complete over 100 projects since 1985.

BUILT-RITE project activities typically commence with a series of owner/owner representative, union and contractor orientations which focus on identifying common and divergent interests, ideal outcomes and critical success elements for each project. Once caucuses have been conducted by the PALM staff, a series of project planning sessions are conducted which results in the establishment of a comprehensive and appropriate communication and problem solving process, establishment of cooperative relationships among the parties, and identification of desired outcomes.

The purpose of the BUILT-RITE process is to reinforce and achieve the Project Owner's objectives of safe, on time, on budget quality construction.

It is also the intent of BUILT-RITE to establish aspirational goals for the multiple projects, basically focus on ensuring that Bristol Township residents benefit from project activities through establishing goals for local resident participation on the multiple projects.

**APPENDIX B**

**LETTER OF ASSENT**  
**PROJECT LABOR AGREEMENT**

The undersigned firm, working as Subcontractor on a Contract which is part of the Bristol Township School District Project, for and in consideration of the award of said contract to perform work on the, and in further consideration of the mutual promises made in the Project Labor Agreement dated as of \_\_\_\_\_, 2014, a copy of which was received and is acknowledge, hereby:

- (1) accepts and agrees to be bound by terms and conditions of the PLA, together with any and all amendments and supplements now existing or which are later made thereto;
- (2) certifies that it has no commitments or agreements which would preclude its full compliance with the terms and conditions of said PLA;
- (3) acknowledges and agrees that this Letter of Assent must be executed and submitted to the Project Architect prior to any work being performed on the Project; and
- (4) agrees to secure from any other person, firm or entity which is or becomes a subcontractor (of any tier) to the undersigned, a duly executed Letter of Assent in form identical to this document prior to commencement of any work.

\_\_\_\_\_  
Name of Subcontractor/Company

Date: \_\_\_\_\_

Contract No. \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print Name and Title



**APPENDIX C**

**Local Union Collective Bargaining Agreements**