To:         Union Contractors Committee  
           Open Shop Committee  
           Human Resource Practices Committee  
           Chapter Executives  

Subject:   Building and Construction Trades Department  
           Issues Standard Project Labor Agreement  

BCTD President Georgine recently sent a letter to all affiliated state and local councils setting forth specific procedures for entering into a project labor agreement (PLA) and providing a standard form PLA. He stated that the procedures and standard agreement must be utilized "without exception — in every negotiation for a project labor agreement."

In a letter dated May 14 to the secretaries of all affiliated state and local councils, Robert A. Georgine, president of the AFL-CIO Building and Construction Trades Department (BCTD), reminded the councils of the department's policy and procedure regarding the negotiation and execution of project labor agreements. He used the letter to (1) insist that the councils follow the established procedure and (2) provide them with a standard agreement they must use whenever negotiating a project labor agreement (PLA). A copy of the letter and the standard agreement is attached to this bulletin.

The letter states that a council must notify the BCTD each time it desires to enter into negotiations for a PLA and must obtain the BCTD's written approval before entering into such negotiations. The letter provides specific procedures for such requests, including a standard form for the council to fill out and send to the BCTD. Within 48 hours of receipt, the BCTD will fax the form to the international unions for any objections. If the BCTD receives no objections, it will notify the council within 24 hours, and the unions, owner and/or contractor involved will arrange a mutual time, date and location for negotiations. If the BCTD receives objections within 48 hours of receipt of the request form, representatives of the international unions will meet within five working days to decide whether to permit the negotiations.
Once granted permission to negotiate a PLA, a council must still obtain the BCTD's written approval before executing an agreement. The council must advise the involved owner and/or contractor of this requirement at the outset of negotiations. Violation of any procedural requirement will subject the council to unspecified sanctions.

The BCTD's standard PLA contains many provisions commonly found in PLA's. For example, it contains a subcontracting clause requiring that all subcontractors become signatory to the agreement, a jurisdictional disputes clause incorporating the Plan for the Settlement of Jurisdictional Disputes, a multi-step grievance process for handling other disputes, and a union security clause requiring that all workers become members of the union within seven days of employment (to the extent permitted by law).

The standard PLA includes a union referral (hiring hall) provision requiring contractors to "recognize and be bound by" the referral facilities maintained by the signatory union(s). It contains a typical nondiscrimination provision prohibiting discrimination on the basis of union membership or nonmembership. It provides that the contractor will select foreman, giving first consideration to qualified workers available in the local area. For positions requiring special skills or qualifications, the union may refer qualified applicants, and the contractor will be the sole judge of all applicants' qualifications.

Less common but not unprecedented is the language on work stoppages and lockouts. In addition to prohibiting strikes, picketing, work stoppages, slowdowns, and lockouts, the provision sets forth an expedited arbitration process for determining breaches of the article. Moreover, the article requires a breaching union to pay the owner a penalty of $10,000 plus an additional $10,000 per subsequent shift on which the trade has not returned to work. It does not provide for payment to the contractor.

The PLA expressly leaves open the terms of several provisions for insertion on a project-by-project basis. These include provisions concerning wages and benefits, work rules, work hours, and employment of apprentices, trainees, helpers and subjourneymen. The PLA contains no union dues check-off provision.

Denise S. Gold
Counsel
Labor & Employment Law
May 14, 1997

Dear Sir and Brother:

On numerous occasions, from 1976 to the mid-1990’s, State and Local Building and Construction Trades Councils have been advised of the procedures and policies of the Building and Construction Trades Department pertaining to the negotiation of project labor agreements. Unfortunately, these announcements and reminders, all approved by the General Presidents of the National and International Unions affiliated with the Department, have frequently been ignored by Councils, often to the detriment of the interests of construction workers in the particular area and of the Department and its affiliates nationally.

Accordingly, the purpose of this letter is to provide you with a copy of the standard project labor agreement that must be utilized in the negotiation of all project labor agreements. In addition, this bulletin reiterates the procedure that must be followed by Councils before an agreement is negotiated and executed. These policies and procedures concerning the negotiation of project labor agreements are as follows:

1. This office is to be notified each time that a State or Local Council wishes to enter into negotiations for a project labor agreement. No Council may begin negotiations for any project agreement without the express written approval of this Department. The Department and the General Presidents have established a procedure for requests to negotiate project agreements, which must be used in every instance. This procedure includes the following steps:
The attached form (Attachment A) must be filled out and submitted to the Building and Construction Trades Department. The form may be faxed, but a hard copy should be mailed as well.

Upon receipt of this form, it will be faxed to the respective International Unions within 48 hours. The International Unions will be requested to submit any objections to the Department within an additional 48 hours.

If we receive no objections from the respective International Unions, the Council will be notified within an additional 24 hours of that fact. A mutual time, date and location will then be established by the owner and/or contractor, along with the appropriate Building and Construction Trades Council and International and Local Representatives to meet and commence negotiations.

If objections are received from any of the respective International Unions within the required 48 hours, a meeting of the Representatives of the International Unions will be called within 5 working days to consider the request of the Council and the objections. At the conclusion of the meeting, a decision will be made whether to permit negotiations to commence. The Council will be notified by fax within 24 hours of the meeting. If permission is granted, the procedure outlined in Step (c) will be used. If permission is denied, neither the Council nor the Local Unions or International Unions affiliated with the Department may negotiate the project agreement in question.

If permission to negotiate a project labor agreement is given by the Department, the Council may not execute such an agreement without first submitting it to the Department and receiving written approval. In light of this requirement, the Council must advise the owner and/or contractor with which it is negotiating at the outset that, as a condition of its becoming effective, the agreement must be approved by the General Presidents.

Any State or Local Council acting contrary to these requirements shall be deemed to have violated the BCTD Constitution and shall be subject to sanctions to be determined by the Department.

If representatives of any trade are aware of actions of a State or Local Council that are contrary to these directions, they should notify their General President and this office of such actions at the earliest
opportunity. Similarly, if they become aware that one or more trades have signed such an agreement, they should also notify their General President and this office.

5. In order to assist all Councils, you will see that certain Articles in one standard agreement are to be negotiated on a project-by-project basis.

These procedures and requirements must be observed and the standard agreement utilized — without exception — in every negotiation for a project labor agreement. Any questions about these procedures and requirements must be addressed to and resolved by this office.

Sincerely and fraternally,

Robert A. Georgine
President

RAG/pj
opeiu #2
aff-cio

cc: All General Presidents
TEXT OF BCTD'S STANDARD PROJECT LABOR AGREEMENT

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PROJECT LABOR AGREEMENT

This Agreement is entered into this [day of ] , 19 , by and between, its successors or assigns ( "Project Contractor" ) and the [insert names of unions], acting on their own behalf and on behalf of their respective affiliates and members whose names are subscribed hereto and who have, through their duly authorized officers, executed this Agreement, hereinafter collectively called the "Unions or Unions," with respect to the construction of the [name of Project], hereinafter "Project."

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

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

ARTICLE I
PURPOSE

The Parties to this Project Labor Agreement acknowledge that the construction of the [Project] is important to the development of [description of Project and the specific needs it will serve]. The Parties recognize the need for the timely completion of the Project without interruption or delay. This Agreement is intended to enhance this cooperative effort through the establishment of a framework for labor-management cooperation and stability.

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

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

Therefore, in recognition of the special needs of this Project and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise.

Further, the Contractor(s) and all contractors of whatever tier, agree not to engage in any lockout, and the Unions agree not to engage in any strike, slowdown, or interruption or other disruption of or interference with the work covered by this Agreement.

ARTICLE II
SCOPE OF AGREEMENT

Section 1. This Project Agreement shall apply and is limited to the recognized and accepted historical definition of new construction work under the direction of and performed by the Contractor(s), of whatever tier, which may include the Project Contractor, who have contracts awarded for such work on the Project. Such work shall include site preparation work and dedicated off-site work.

The Project is defined as [list all aspects of the construction work involved.]

It is agreed that the Project Contractor shall require all Contractors of whatever tier who have been awarded contracts for work covered by this Agreement, to accept and be bound by the terms and conditions of this Project Agreement by executing the Letter of Assent (Attachment A) prior to commencing work.

The Project Contractor shall assure compliance with this Agreement by the Contractors. It is further agreed that the terms and conditions of this Project Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements. It is understood that this is a self-contained, stand alone, Agreement and that by virtue of having become bound to this Project Agreement, neither the Project Contractor nor the Contractors will be obligated to sign any other local, area, or national agreement.

Section 2. Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation, work, or function which may occur at the Project site or be associated with the development of the Project.
Section 3. This Agreement shall only be binding on the signatory parties hereto and shall not apply to their parents, affiliates or subsidiaries.

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

Section 5. Items specifically excluded from the scope of this Agreement include but are not limited to the following: [list all items to be excluded].

Section 6. The provisions of this Project Agreement shall not apply to (Owner), and nothing contained herein shall be construed to prohibit or restrict (Owner) or its employees from performing work not covered by this Project Agreement on the Project site. As areas and systems of the Project are inspected and construction tested by the Project Contractor or Contractors and accepted by the Owner, the Project Agreement will not have further force or effect on such items or areas, except when the Project Contractor or Contractors are directed by the Owner to engage in repairs, modifications, check-out, and warranty functions required by its contract with the Owner during the term of this Agreement.

Section 7. It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time.

Section 8. It is understood that the liability of any employer and the liability of the separate unions under this Agreement shall be several and not joint. The unions agree that this Agreement does not have the effect of creating any joint employer status between or among the Owner, Contractor(s) or any employer.

ARTICLE III
UNION RECOGNITION

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

ARTICLE IV
MANAGEMENT'S RIGHTS

The Project Contractor and Contractors of whatever tier retain full and exclusive authority for the management of their operations. Except as otherwise limited by the terms of this Agreement, the Contractors shall direct their working forces at their prerogative, including, but not limited to hiring, promotion, transfer, lay-off or discharge for just cause. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Contractors shall utilize the most efficient method or techniques of construction, tools, or other labor saving devices.

There shall be no limitations upon the choice of materials or design, nor shall there be any limit on production by workers or restrictions on the full use of tools or equipment. There shall be no restriction, other than may be required by safety regulations, on the number of employees assigned to any crew or to any service.

ARTICLE V
REFERRAL OF EMPLOYEES

Section 1. The Contractors agree to recognize and be bound by the legal referral facilities maintained by the Union(s) and shall notify the appropriate Union either in writing or by telephone when workers are required.

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

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

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

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

Section 6. [Provision for key, or core, employees will be written as negotiated on a project-by-project basis.]

Section 7. The Union shall not refer employees employed at the Project site by an Contractor to other employment, nor shall the Union engage in other activities which encourage work force turnover or absenteeism.

Section 8. Employees who voluntarily quit or who are terminated for cause may be eligible for reemployment at the Project, and the referral facility may refer such former employees to The Project for rehire, but not sooner than ___ days after such termination.

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

Section 10. In the event that a signatory Local Union does not have a job referral system as set forth in this Article, the Contractor shall give the Union equal opportunity to refer applicants. The Contractor shall notify the Union of employees hired form any source other than referral by the Union.

ARTICLE VI
APPRENTICES/TRAINEES/HELPERS/SUBJOURNEY MEN

To be inserted for each project.
Includes provisions such as:
Employment of Apprentices
Employment of other non-Journeymen classifications, where applicable
Percentages for use of Apprentices and non-Journeymen classifications

ARTICLE VII
WAGES AND BENEFITS

To be inserted for each project.
Includes provisions such as:
Hourly rates - per local agreements
Employee benefit contributions; exclusion of industrial promotion or administrative funds

ARTICLE VIII
WORK RULES

To be inserted for each project.
Includes provisions such as:
Working conditions not specified elsewhere in standard agreement

ARTICLE IX
WORK STOPPAGES AND LOCKOUTS

Section 1. During the term of this Agreement there shall be no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the Union, its applicable Local Union or by any employee, and there shall be no lockout by the Contractor. Failure of any Union, Local Union or employee to cross any picket line established at the Project site is a violation of this Article.

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

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

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

Section 5. There shall be no strikes, picketing, work stoppages, slow downs or other disruptive activity affecting the Project site during the term of this Agreement. Any Union or Local Union which initiates or participates in a work stoppage in violation of this Article, or which recognizes or supports the work stoppage of another Union or local union which is in violation of this Article, agrees as a remedy for said violation, to pay liquidated damages in accordance with Section 6.

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

(a) The party invoking this procedure shall notify, who the parties agree shall be the permanent Arbitrator under this procedure. In the event that the permanent Arbitrator is unavailable at any time, he shall appoint his alternate. Notice to the Arbitrator shall be by the most expeditious means available, with notice by facsimile, telegram or any other effective written means, to the party alleged to be in violation and the involved International Union President and/or Local Union.

(b) Upon receipt of said notice, the Arbitrator named above shall set and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists.

(c) The Arbitrator shall notify the parties by facsimile, telegram or any other effective written means, of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of this Article or Article XII has in fact occurred. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen
(15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.

e) Such Award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. Facsimile or expedited mail or personal service of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 6 of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their latest known address or by registered mail.

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

g) The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.

h) If the Arbitrator determines that a work stoppage has occurred in accordance with Section 6(d) above, the Union(s) and its applicable Local Union shall, within eight (8) hours of receipt of the Award, direct all of the employees they represent on the Project to immediately return to work. If the trade involved does not return to work by the beginning of the next regularly scheduled shift following receipt of the Arbitrator's Award, and the Union(s) and/or its applicable Local Union have not complied with Section 3 of this Article, then the Union and/or the Local Union shall pay the sum of ten thousand dollars ($10,000.00) as liquidated damages to the affected owner, and shall pay an additional ten thousand dollars ($10,000.00) per shift for each shift thereafter on which the trade has not returned to work. The Arbitrator shall retain jurisdiction to determine compliance with this section and Section 3 of this Article.

Section 7. The procedures contained in Sections 6 through 6(h) shall be applicable to alleged violations of this Article and Article XI, (Section 3). Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation or mitigation of any violation of this Article, shall be resolved under the grievance adjudication procedures of Article X.

ARTICLE X
DISPUTES AND GRIEVANCES

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

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

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

Step 1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

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

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

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

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

Section 4. The Project Contractor and Owner shall be
notified of all action at Steps 2 and 3 and shall, upon their
request, be permitted to participate in all proceedings at these
steps.

ARTICLE XI
JURISDICTIONAL DISPUTES

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

Section 2. All jurisdictional disputes between or among
Building and Construction Trades Unions and employees, parties
to this Agreement, shall be settled and adjusted according to the
present Plan established by the Building and Construction
Trades Department or any other plan or method of procedure
that may be adopted in the future by the Building and
Construction Trades Department. Decisions rendered shall be
final, binding and conclusive on the Contractors and Unions
parties to this Agreement.

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

Section 4. Each Contractor will conduct a pre-job
conference with the appropriate Building and Construction
Trades Council prior to commencing work. The Project
Contractor and the Owner will be advised in advance of all such
conferences and may participate if they wish.

ARTICLE XII
UNION SECURITY

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

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

ARTICLE XIII
UNION REPRESENTATION

Section 1. Authorized representatives of the Unions and
their Local Unions shall have access to the Project, provided
they do not interfere with the work of the employees and, further
provided, that such representatives fully comply with the visitor
and security rules established for the Project.

Section 2. Each Union which is a party to this Agreement,
or its applicable Local Union, shall have the right to designate a
working journeyman as a Steward. Such designated Steward
shall be a qualified worker performing the work of that craft and
shall not exercise any supervisory functions. Each Steward shall
be concerned with the employees of his or her own employer
and not with the employees of any other employer.

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

ARTICLE XIV
HOURS OF WORK. ETC.

Includes provisions such as:
Standard workday and workweek
Reporting provisions
Overtime Provisions
Shift Provisions
Holidays
To be inserted for each project.

ARTICLE XV
SUBCONTRACTING

The Project Contractor agrees that neither it nor any of its
contractors or subcontractors will subcontract any work to be
done on the Project except to a person, firm or corporation who
is or agrees to become party to this Agreement. Any contractor
or subcontractor working on the Project shall, as a condition to
working on said Project, become signatory to and perform all
work under the terms of this Agreement.

ARTICLE XVI
SAFETY AND HEALTH

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

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

Section 3. At the discretion of the Owner, the Contractor may institute a reasonable substance abuse policy which may include pre-hire, reasonable cause, and post-accident testing.

Section 4. It shall be the exclusive responsibility of each Contractor to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Contractor. Nothing in this Agreement will make the Union or any of its Local Unions liable to any employees or to other persons in the event that injury or accident occurs.

ARTICLE XVII
GENERAL SAVINGS CLAUSE

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

ARTICLE XVIII
TERM OF AGREEMENT

This Agreement shall be effective as of the day of , 19, and shall remain in full force and effect during the entire period of the Project construction described in Article , Section , hereof or until , , which ever occurs later.

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

In witness whereof, the parties have executed this Agreement this day of , 19.