PROJECT AGREEMENT
OF
FAIR EMPLOYMENT
AND
WORK STABILIZATION
FOR
DENVER INTERNATIONAL AIRPORT
Dear Denver International Airport Worker:

Welcome to the new Denver airport project! You are one of approximately seven thousand workers contributing your expertise to the latest, high tech, state-of-the-art aviation project in this country. You are also building the first major airport in the U.S. in nearly twenty years. We are happy to have you as part of the team.

We would like you to review and understand this brochure containing the complete Project Agreement of Fair Employment and Work Stabilization for the New Denver Airport. This agreement was developed to establish and ensure an equitable, positive and productive environment for construction of the project. It outlines and defines ground rules for workers and contractors.

Please keep this brochure and consider it your personal copy. I would again encourage you to read it thoroughly to familiarize yourself with your rights of employment during construction of Denver International Airport.

I wish you all the best and look forward to having you aboard the most exciting construction project in this country.

Sincerely,

William E. Smith
Associate Director of Aviation
New Denver Airport
PROJECT AGREEMENT OF FAIR EMPLOYMENT
AND WORK STABILIZATION FOR
NEW DENVER AIRPORT

THIS AGREEMENT is made and entered into this 19th
day of May, 1989, by and between the CITY AND COUNTY
OF DENVER, a municipal corporation of the State of Colo-
rado, hereinafter referred to as “City”, together with the
contractors who perform construction work at the New
Denver Airport, hereinafter referred to as “Contractors”,
and the COLORADO BUILDING AND CONSTRUCTION
TRADES COUNCIL, AFL-CIO, and the local unions affili-
ated therewith. The term “Union” or “Unions” as used in
this Agreement shall refer to all of the unions listed on
signature pages 22 and 23 and the Colorado Building and
Construction Trades Council, collectively, while the term
“Council” shall apply to the Colorado Building and Con-
struction Trades Council.

WHEREAS, it is essential that the construction work
required to build the New Denver Airport be done in an
efficient and economical manner so as to secure optimum
productivity and to eliminate delays in the construction
operations, thus ensuring timely completion in the work
undertaken by the contractors, and

WHEREAS, the City has concluded that adoption of
certain requirements for, and uniformity in, wages, hours
and working conditions, as reflected in this Agreement, will
promote stability, efficiency and economy of performance,
and

WHEREAS, all parties have as their goal the optimiza-
tion of opportunities for minority and women employees as
well as for Disadvantaged Business Enterprises including
Minority and Women Owned Business Enterprises, and

WHEREAS, it is the intent and purpose of this Agre-
ment to provide, establish and put into practice effective
methods for the settlement of labor disputes which may arise on the project described herein without strike, lockout, work stoppage, or slowdown, to the end that the project shall be assured of continuity of operations, and

WHEREAS, it is the intent and purpose of this Agreement to provide fair employment and work stabilization without discrimination in any manner, either for or against Union or non-Union contractors, and nothing in this Agreement shall be construed to require any contractor to become signatory to a collective bargaining agreement, or any employee to become a member of any Union.

NOW, THEREFORE, in consideration of the premises, it is agreed as follows:

ARTICLE I
Definitions

1.1 “Project” shall be defined as the construction of the New Denver Airport, Phase I, which construction as presently planned shall consist of five/six runways, approximately 94 passenger gates, and three million square feet of terminal and concourse building space, scheduled for initial completion in 1993, consisting of all work done in Phase I by Contractors under contract to the City, and their subcontractors, at the New Denver Airport site.

1.2 “Contractor” shall be defined as all companies or entities performing construction work under contract with the City and County of Denver for the Project, and employing any construction workers. However, this Agreement shall not apply to any contract, the total cost of which is less than $2,000.00.

1.3 “City” shall be defined as the City and County of Denver.
1.4 "Manager" shall be defined as the Manager of Public Works, for the City and County of Denver, or his designated representative.

1.5 "Auditor" shall be defined as the City Auditor for the City and County of Denver.

1.6 "Union" shall be defined as all the Unions listed on signature pages 22 and 23 and the Colorado Building and Construction Trades Council, collectively.

1.7 "Council" shall be defined as the Colorado Building and Construction Trades Council.

1.8 "Signatory Contractors" shall be defined as those contractors working on the Project who are signatory to any collective bargaining agreements (excluding project only agreements) with any of the Unions listed on signature pages 22 and 23 which are applicable in any of the following six Colorado counties: Denver, Boulder, Adams, Arapahoe, Jefferson, and Douglas.

1.9 "Nonsignatory Contractors" shall be defined as all contractors working on the Project who are not signatory to any collective bargaining agreements (excluding project only agreements) which are applicable in any of the following six Colorado counties: Denver, Boulder, Adams, Arapahoe, Jefferson, and Douglas.

1.10 "Employer" shall be defined as any Contractor or Subcontractor who hires employees for performing work on the Project.
ARTICLE II

Scope of Agreement

2.1 This Project Agreement of Fair Employment and Work Stabilization, hereinafter designated as the Agreement, shall apply and is limited to the recognized and accepted definition of construction work under the direction of the Contractors. The City, Unions and Contractors agree to abide by the terms and conditions contained in this Agreement with respect to the administration of the Agreement by the Contractors. This Agreement represents the complete understanding of the parties with respect to the issues covered hereunder and any Contractors and Subcontractors at any tier shall not, by virtue of this agreement, be required to sign any agreement with the Unions or any other Union insofar as work on the Project is concerned. With regard to Signatory Contractors and Subcontractors, the provisions of this Agreement shall control construction of this Project and take precedence over provisions of local or national agreements which may conflict with the terms of this Agreement.

2.2 This Agreement shall be limited to work historically recognized as construction work, and 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 site or be associated with the development of the Project.

2.3 Contractors obligated under this Agreement shall be required to incorporate the Agreement into all subcontracts of whatever tier.

2.4 Nothing in the Agreement shall be construed to limit the rights of the Contractors to select any qualified person for employment, except as provided in applicable Collective Bargaining Agreements.

2.5 Nothing in this Agreement shall be construed to limit the City’s right to select the lowest responsive bidder
pursuant to Charter for the purposes of awarding construction contracts.

2.6 Nothing in this Agreement shall be construed to require any individual to be or to become a member of a Union except as provided for in applicable collective bargaining agreements.

2.7 Nothing in this Agreement shall in any way interfere with MBE/WBE or DBE programs applicable to the Project.

2.8 Any Nonsignatory Contractor or Nonsignatory Subcontractor of any tier shall be bound to all of the terms and conditions of this Agreement except those specifically noted as applying to Signatory Contractors only.

2.9 Items specifically excluded from the scope of this Agreement include but are not limited to the following:

a. work of nonmanual employees, including but not limited to superintendents, supervisors (except foremen and general foremen shall continue to be covered), engineers, inspectors, quality control personnel, quality assurance personnel, timekeepers, mail carriers, clerks, office workers, janitors, messengers, guards, emergency medical and first-aid technicians, and other professional, engineering, administrative, and management employees;

b. all deliveries to and from the Project site except as otherwise provided for in the Davis-Bacon Act and regulations issued pursuant thereto;

c. equipment and machinery in the care, custody and control of companies other than Contractors or subcontractors performing construction work on the Project;

d. the removal of scrap, surplus, spoilage, and waste materials from a common scrap location to a location...
off the Project site except as otherwise provided for in the Davis-Bacon Act and regulations issued pursuant thereto;

e. all employees of the Contractor not performing manual labor except foremen and general foremen shall continue to be covered;

f. any work performed on or near or leading to or into the Project site by state, county, city (other than the City and County of Denver) or similar governmental bodies or their contractors, and/or utilities or railroads or other similar organizations or their contractors.

2.10 As areas and systems of the Project are inspected and construction tested by the Contractor and finally accepted by the City, the Agreement will not have further force or effect on such items or areas, except when the Contractor is directed by the Owner to engage in repairs, modifications, checkout and warranty functions required by its contract. Warranty work by the manufacturer of the equipment shall be at the City’s discretion.

2.11 Delivery of equipment, apparatus, machinery and construction materials to the site shall not be within the scope of this Agreement until in the possession and control of the City or a Contractor except as otherwise provided for in the Davis-Bacon Act and regulations issued pursuant thereto.

RECOMMENDATION

ARTICLE III

Management Rights

3.1 The Contractor retains full and exclusive authority for the management of its operations. The Contractor shall direct its working forces at its prerogative, including but not limited to hiring, promotion, transfer and layoff. No rules, customs or practices shall be permitted to be observed which limit or restrict production, or limit or restrict the
working efforts of employees. Suspension or discharge of employees will be subject to just cause.

3.2 The designation or determination of the number of foremen or general foremen is the sole responsibility of the Employers. However, as respects Signatory Contractors, they will be subject to any applicable collective bargaining provisions.

3.3 The Contractor shall utilize the most efficient method or technique of construction, tools or other labor-saving devices. There shall be no limitations on the choice of materials or design. The contractor shall schedule work, and shall determine when overtime will be worked.

3.4 The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth. The Contractor retains all management rights not specifically limited by the terms of this Agreement.

3.5 The Contractor may utilize any method or technique of construction and there shall be no limitation or restriction regardless of source or location on the use of machinery, pre-cast, tools or other labor-saving devices, nor shall there be any limitation upon choice of materials, design, or source of materials; provided that the installation, fabrication, assembly, or application of materials on the Project shall be performed by the labor or mechanic classification traditionally and customarily having jurisdiction over such work.

3.6 Contractors shall have the right to terminate any employee who fails to satisfactorily, competently, and diligently perform his/her assigned work.
ARTICLE IV

Apprentices and Trainees

The Agreement recognizes the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry. Contractors may employ apprentices of the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are registered, and subject to any limitations imposed by Federal Davis-Bacon Act and the United States Department of Labor, Bureau of Apprenticeship and Training and regulations issued pursuant thereto.

ARTICLE V

Wages and Benefits

5.1 The minimum wage rates and fringe benefit contributions shall be paid in accordance with the provisions of the Federal Davis-Bacon Act for heavy/highway or building construction work.

5.1.1 These minimum wage rates and fringe benefit contributions shall be frozen for the duration of each construction contract eligible for Federal funding between the City and a Contractor. For those contracts not eligible for Federal funding, the provisions of City Ordinance 20-76 will obtain.

5.1.2 It is recognized that a component of the Denver area prevailing wage is the cost of providing health protection for employees. It is likely that during the term of this Agreement health costs will change. Therefore, for all construction contracts, the City will utilize current health cost figures in setting the prevailing rate, even if the most recent Federal Davis-Bacon survey does not yet reflect such change. Nothing in Section 5.1.2 shall be interpreted to require con-
tractors to adjust the minimum wage rates or fringe benefits (including health and welfare) contributions in mid-contract.

The City will accept, for the purpose of measuring the change in health costs only, those changes which are made in local area Collective Bargaining Agreements, as provided by CBCTC, and as verified by the appropriate Health and Welfare Trust Administration.

5.2 All employees covered by this Agreement shall be paid weekly, by check, on or before the fifth (5th) calendar day after the end of their regular shifts, provided, however, that Signatory Contractors shall issue paychecks in accordance with the terms of applicable Collective Bargaining Agreements.

5.3 It shall be the obligation of the City and the Auditor to initiate and carry out reasonable and appropriate procedures to enforce compliance with the provisions of this Agreement as set forth in this Article and as provided for in revised Denver Municipal Code Section 20-76. Such procedures may include but are not limited to:

(1) requiring each Contractor to submit to the Auditor a certified report for each payroll period disclosing for each of the Contractor’s employees:

a. the number of hours worked,
b. the wage rates,
c. the type of work performed,
d. the gross pay, and
e. itemized deductions from gross pay;

(2) periodic examinations by the Auditor of the Contractor’s payrolls for the purpose of determining the completeness and accuracy of the reports, whether or not the required wages
have been paid, and whether or not there is an appropriate ratio of apprentices; determination of whether employees registered as apprentices and trainees are duly registered under a Department of Labor, Bureau of Apprenticeship and Training approved apprenticeship program;

(3) examination of interim inspection and progress reports to determine whether the nature of work performed by Contractor’s employees corresponds to the work classification shown on the Contractor’s payroll reports:

(4) examination of basic time card or other personnel records;

(5) determination of whether or not the Contractor is employing workers of proper classifications;

(6) conducting interviews with representative groups of employees of each Contractor to verify the accuracy of the Contractor’s payroll reports, and whether the work done by employees corresponds to the work classifications shown on the Contractor’s payroll reports.

5.4 In the event that the employees of the Contractor are represented by a labor organization affiliated with the Council, the Auditor may, but shall not be required to, in lieu of the procedures specified above, rely upon a report to the Auditor by such labor organization that a Signatory Contractor is in compliance with the prevailing wage provisions of its contract.

5.5 In the event the City or the Auditor has reasonable cause to believe that any Contractor has failed to or is failing to comply with prevailing wage obligations, the City shall (1)
notify the Council, and (2), upon Council's request, supply Council with such information as is permitted to be disclosed under the Colorado Public Records Act regarding the Contractor's wage records.

5.6 The City may take any other appropriate action provided for by local, state or federal law.

ARTICLE VI
No Discrimination

6.1 The Contractors agree to engage in active recruitment of minority and female applicants and to make every effort to employ sufficient numbers of minority and female applicants to assist in meeting required employment goals pursuant to their Contract.

6.2 No party to this Agreement shall discriminate against any employee or applicant for employment because of race, creed, color, sex, age or national origin. In addition, the parties hereto agree to take positive affirmative action to insure full compliance with the rules of all applicable equal employment opportunity statutes, ordinances, and regulations.

ARTICLE VII
Safety, Health and Sanitation

7.1 Employees must use diligent care to perform their work in a safe manner and protect themselves and the property of the Contractor and City. Failure to do so may result in immediate termination.

7.2 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 enacted by the Contractors and by the City in its overall Safety Program.

7.3 All employees will use required safety equipment and protective clothing. Willful failure or refusal by an employee to use such protective equipment or clothing is cause for termination.

7.4 Substance abuse: The possession of alcohol or illegal drugs or being under the influence of alcohol or illegal drugs on the site is cause for immediate termination. Any employee who reports for work under the influence of alcoholic beverages or illegal drugs, or who drinks alcoholic beverages or uses illegal drugs on the job site, or who reports to the job site with alcoholic beverages or illegal drugs in his/her possession, shall be subject to immediate termination. If an employee voluntarily comes forward and requests alcohol or drug rehabilitation assistance from any Contractor or Union, the employee shall not necessarily be terminated and will be referred to an appropriate outside source for assistance. Other policies and procedures concerning alcohol and drug abuse shall be contained in specific Project Safety Rules enacted by the Contractors and by the City in its overall Safety Program.

 ARTICLE VIII
Working Conditions

8.1 The Contractors shall be the sole judge as to the numbers of foremen and general foremen to be employed, as well as the number of employees to be assigned to any crew, operation or piece of equipment subject to this Agreement and, for Signatory Contractors, subject to applicable Collective Bargaining Agreements. Foremen and general foremen shall perform work as directed by the Contractors.

8.2 There shall be no limit on production by workers
nor restrictions on the full use of tools or equipment. There shall be no restriction, other than that which may be required by safety regulations, on the number of employees assigned to any crew or to any service except as provided for in applicable Collective Bargaining Agreements for Signatory Contractors.

8.3 Procedures for control of tools, equipment and materials shall be established by the Contractors and shall be observed by all employees in accordance with applicable jurisdictional standards contained in Article XII.

8.4 The welding torch and chainfalls are tools of the trade having jurisdiction over the work being performed. Craftsmen using these tools shall perform any of the work of the trade and shall work under the supervision of the craft foremen.

8.5 Clock, brass or other accountability systems shall be used by the Contractors for all employees checking in or out of the Project on a daily basis. Workmen shall be at their designated reporting place for work at the starting time and shall return to their designated reporting place at quitting time. Special consideration may be given to unusual conditions. All employees will be at their work places at the conclusion of the lunch break. Employee shall be allowed ten minutes prior to the end of each shift to put up their tools and leave their place of work. Clean-up time shall be as specified in applicable Collective Bargaining Agreements for Signatory Contractors. Employees shall not stop work prior to the times designated herein for putting up tools or cleaning-up, or prior to the commencement of the lunch period, without consent of their employers. Repeated infractions of this rule, after appropriate warnings, shall be grounds for termination.

8.6 Each employee is expected to give a full day's work for a full day's pay and any violation of the work starting and stopping times will be grounds for termination.
8.7 If an employee is unable to report for work as scheduled, he/she is expected to notify the Contractor's job office; failure to do so without good reason will be cause for discharge. Automatic termination will take place after three (3) days of failure to report to work or failure to notify the Contractor's job office, unless such failure was caused by circumstances beyond the control of the employee. If an employee is late for work, the time will be deducted from his/her pay.

8.8 Chronic absenteeism and tardiness without sufficient verified reason is a cause for termination.

8.9 Slow-downs, stand-by crews and feather-bedding practices will not be permitted. Neither the Unions nor the City will impose conditions which require the Employer to employ more individuals than the Employer deems necessary to perform the work.

8.10 Vendors and suppliers will deliver supplies and materials to points on the Project as designated by the Contractor. There shall be no interferences with vendor and/or supply deliveries to the project.

8.11 There will be no organized coffee break or rest period during working hours for any employees covered by this Agreement. Employees will only be permitted to have a personal thermos bottle of coffee or other non-alcoholic beverage to be consumed during the scheduled working hours at the designated place of work. Violation or abuse of this privilege shall be cause for termination.

8.12 The Employer shall not be required to pay for travel to the designated reporting place, premium zone, zone rates, or living allowances.

8.13 A mutually agreeable procedure will be established whereby upon completion of the installation of any equipment including construction component testing and
prior to system operation testing, it may be tagged as being turned over to the City. The determination of completion shall be by the City. All work subsequent to the tagging of the equipment may be performed at the discretion of the City with personnel of its choice; provided, however, that the employees performing construction work shall not test nor operate equipment, apparatus or machinery unless specifically requested to do so by the City or an Employer or a representative of the manufacturer, or some other management technician authorized to give such work order. All inspection by the City or by the Employer of incoming shipments of equipment, apparatus, machinery, and construction materials of every kind, shall be performed at the sole discretion of the City or the Employer by persons of its choice. Such inspection personnel shall perform no repair, alteration, assembly, disassembly or installation of said equipment or materials, unless such personnel are covered by this Agreement.

8.14 Any employee who willfully damages the work of any other employee, or any material, equipment, apparatus, or machinery shall be subject to immediate termination.

8.15 Any termination of an employee, or other personnel action, shall be subject to the right of the employee or the Union on behalf of its members to initiate a grievance under the proper procedures established herein. In the case of a similar action against a Signatory Contractor, either the employee or the Union acting on behalf of its members may initiate a grievance under the proper procedures established herein.

8.16 Copies of Contractor and City Project work rules will be posted in the appropriate locations at the Project site and provided to employees prior to commencement of work on the Project. All employees will abide by these rules and appropriate posted rules of respective Employers.
ARTICLE IX

No Strike, No Lockout

9.1 During the life of this Agreement, the Unions agree they will not collectively or individually engage in or participate in any strike, work slowdown, work stoppage, sympathy strike, refusal to work or picketing against any Employer signatory to a Collective Bargaining Agreements.

9.2 The City and the Signatory Contractors agree they will not lock out any of the employees working under this Agreement.

ARTICLE X

Hours of Work, Overtime, Reporting Pay and Holidays

10.1 Production Shifts: The standard work day and work week for production crews shall consist of either five consecutive days at eight hours per shift Monday through Friday or four consecutive days at ten hours per shift. Nothing herein shall be construed as guaranteeing any employee eight (8) or ten (10) hours of work per day or forty (40) hours of work per week. Regular work hours will be between 6:00 A.M. and 6:00 P.M. There shall be a 30 minute unpaid lunch period at the midpoint of the shift or within one-half hour before or one-half hour after the midpoint of the shift.

10.2 Make-Up Day: In the event the Employer is unable to work forty (40) straight time hours during the scheduled work week due to inclement weather, Saturday may be utilized as a make-up day and all hours worked up to forty (40) shall be at the straight time rate of pay. In the event the Employer implements a shift consisting of four ten-hour days, it is understood that Friday and/or Saturday will then become the make-up day as prescribed above. If the Contractor elects to have a make-up day, it must be within the
employee's scheduled work week in which the day was missed. If a make-up day is utilized, all members of a work crew who missed work must be allowed to work on the make-up day.

10.3 An effort will be made to keep overtime work to a minimum but where such work is judged necessary it will be worked at the direction and discretion of the Contractor. The Contractor will designate which employees will work overtime. If overtime is worked the Contractor will make every effort to distribute overtime on an equitable basis wherever practicable and possible.

10.4 Overtime: All hours worked in excess of eight (8) per shift on the five (5) day eight (8) hour shift or in excess of ten (10) hours per shift for the four (4) day ten-hour shift, shall be paid at a minimum of time and one-half (1 1/2) the straight time hourly rate. All time worked over forty (40) straight time hours per week shall be paid at a minimum of one and one-half (1 1/2) the straight time rate. Hours worked on Holidays listed in paragraph 10.9 shall be paid at a minimum of time and one-half (1 1/2) the straight time rate. There shall be no pyramiding of overtime rates.

10.5 Alternating Four Ten-Hour Shifts: Use of Special Shifts shall be at the discretion of the Employer. Under this operation the day shift manual work force is organized into two (2) teams. The “A” team works 4 consecutive 10 hour days. On the fifth day the “B” team continues the work activities for 4 consecutive 10 hour days. On the ninth day the “A” team returns to work to continue the construction activities. The 4-day alternating “A” and “B” team operation can continue on a year-round basis. The same pattern applies for a second shift. Appendix A further illustrates the application of these provisions. If two (2) shifts are established, they shall be consecutive.

In this arrangement this normal work day for all employees will be ten (10) consecutive hours of work, exclusive
of one-half (1/2) hour non-paid lunch period.

The work day for each employee shall be defined as the twenty-four (24) hour period which begins with the regular starting time of the employee’s shift and ends with the regular starting time of the employee’s shift the following day. In this shift arrangement the day shift shall be worked between the hours of 6:00 A.M. and 6:00 P.M. as described above.

Those General Foremen and selected Foremen who are directed to report to work the day before the first day of the four day work cycle to complete preparations for their team’s scheduled work activities shall be paid at the rate of time and one-half (1 1/2) the basic straight time hourly wage rate.

If, for any reason, journeymen are directed to report to work the day before the first day of the four day work cycle, they shall be paid at the rate of time and one-half (1 1/2) the basic straight time hourly wage rate.

The first ten (10) hours of work performed on Holidays listed in paragraph 10.7 shall be paid at a minimum of time and one-half (1 1/2) the basic straight time hourly wage rate.

Changing from one alternating shift to another will not be permitted without a minimum of two (2) consecutive non-working days prior to transferring to the other alternating shift.

10.6 Service Shifts: On operations such as dewatering, curing and protection of concrete, equipment servicing and maintenance, maintenance of climatic protective devices, etc., the Employer may establish shifts with days off other than Saturdays and Sundays. On such operations, all overtime after forty (40) straight time hours shall be paid at one and one-half (1 1/2) the basic straight time hourly wage rate.

10.7 Multiple Shifts: Multiple shifts may be established when considered necessary by the Employer. The
Employer reserves the right to implement different shift schedules for different operations.

(1) Signatory Employers shall notify the Union with two (2) days notice of the starting and quitting time of all second or third shifts in advance of initiation of said shifts.

(2) If two (2) five (5) day eight (8) hour shifts are utilized, they will both work eight (8) hours for eight (8) hours pay, exclusive of lunch.

(3) On a three (3) shift operation, shift hours and rates will be as follows:

First Shift: 8 hours work plus 1/2 hour for lunch; 8 hours pay.

Second Shift: 7-1/2 hours work plus 1/2 hour for lunch; 8 hours pay.

Third Shift: 7 hours work plus 1/2 hour for lunch; 8 hours pay.

On a three (3) shift operation 8 hours shall be credited as time worked for purposes of fringe benefit payments and overtime calculation.

All hours worked in excess of the established shifts shall be paid at a minimum of one and one-half (1 1/2) the basic straight time hourly wage rate.

(4) No additional shift premiums shall be required.

(5) Shifts shall be established for a minimum of five (5) consecutive work days.
(6) Safety regulations for the Project may limit the number of total hours worked by an individual within a specified time period.

10.8 Reporting Pay (applies to all shifts): Any employee who reports for work at a designated time and for whom no work is provided shall, unless notified as herein provided, receive two (2) hours pay provided the employee remains available for work. If after working two (2) hours the employee is prevented from working a full eight hours by other than inclement weather, the employee shall be paid for actual time worked but not less than six hours pay if more than two (2) hours are worked. In the case of inclement weather shutdown, the employee will be paid two (2) hours or actual time whichever is greater, provided that, at the discretion of the Contractor, he remains immediately available to the job for the said two (2) hours. The Employer may implement a notification procedure to give prior notification of work cancellation. Notice given to the employees through the designated notification procedure at least two hours prior to the beginning of the shift shall be deemed as timely notice and no reporting pay would then be required.

Any employee who leaves the job on his/her own accord will be paid for actual hours worked. Any employee who reports to work in a condition unable to work will not be eligible for reporting pay.

10.9 The recognized uniform non-paid holidays shall be as follows:

New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. No employee shall be required to work on a holiday except in an emergency. In the event a holiday falls on Sunday, the following day, Monday, shall be observed as such holiday. In the event a holiday falls on Saturday, the preceding Friday will be a regular work day at straight time pay.
ARTICLE XI

Disputes and Grievances

11.1 All parties to this Agreement realize the importance of maintaining 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. Nothing in this Agreement, however, shall restrict other remedies available to individual employees under local, state, and federal law.

11.2 Standing Board of Review and Adjustment. The parties to this Agreement hereby reaffirm the necessity of cooperation and the resolution of employee-employer disputes and misunderstandings; and to secure this end, it is hereby agreed that a Standing Board of Review and Adjustment shall be established to be composed of three (3) members appointed by the Manager, three (3) members appointed by the Council and three (3) members appointed by the Contractors. One of the City members shall be Chairperson and be responsible for establishment of administrative procedures; to include periodic review and revision in consultation with other board members. The Contractors' members shall be selected by the Contractors once notice to proceed is issued by the City to the first Contractor on the Project and shall be confirmed by elections to be conducted by the City every six (6) months thereafter. Each Contractor who has been issued a Notice to Proceed by the City shall be allowed to nominate one (1) contractor representative and each Contractor shall have one (1) vote for each $25,000.00 of work under contract to the City. Those nominees receiving the three (3) highest vote totals shall be the contractor representatives. No contractor shall be entitled to more than one (1) representative on the Board at any one time.

Meetings of the Board shall be held at least once a month. Members serve without compensation. At such meetings, personnel grievances and questions or interpretation of application of personnel practices arising out of this
Agreement shall be discussed. All parties will cooperate in complying with specific procedures which have been developed. At such meetings at least six (6) members of the Board shall be present in order to constitute a quorum and the Board may act by a majority of those present. If the Board is unable to reach a decision by a majority of those present the matter shall be decided by arbitration.

11.3 Grievance Procedure and Arbitration. It is specifically agreed that in the event any employee disputes arise out of the interpretation or application of this Agreement, they shall be settled by means of the procedure set out herein except as to rates and classifications of pay which shall be handled pursuant to Article V hereof. The Unions shall have an option with respect to grievances to either follow the procedure set forth herein or use the procedure set forth in their applicable Collective Bargaining Agreement. Employees of Nonsignatory Contractors shall follow the procedures set forth herein and may be represented by anyone of their choosing at any of the steps of the Grievance Procedure.

No grievances shall be recognized unless called to the attention of the Contractor by the Union or employee or to the attention of the Union or employee by the Contractor in writing within five (5) days after the most recent occurrence giving rise thereto. Grievances shall then be settled according to the following procedure:

Step 1: Every grievance, complaint, dispute or controversy between an employee and Employer shall first attempt to be settled by discussion, and accommodation between the parties involved.

Step 2: If the Employer is a Signatory Contractor, the dispute of a Union employee shall be referred to the Business Representative of the Union and to the Employer's Site Representative.

Step 3: In the event that resolution cannot be reached by discussion and accommodation under Steps
1 and 2 within five (5) calendar days after a meeting is arranged and held, the matter shall be referred to the Standing Board of Review and Adjustment, which shall resolve the matter by meeting as set forth in Section 11.2 above.

Step 4: If the Board is unable to reach a resolution by a majority as set forth in Section 11.2 above, the Employer and the Union or the non-union employee shall choose a mutually agreed upon arbitrator for final and binding arbitration. The impartial arbitrator shall be selected from a list of five (5) names as submitted by the Federal Mediation and Conciliation Service, or by other mutually agreed upon arbitration body. Each party shall alternately strike a name until only one (1) remains and that person shall then serve as arbitrator.

The decision of the arbitrator shall be binding, final and conclusive on all parties. The resolution of a grievance at any of the above described Steps of the Process shall be binding, final and conclusive on all parties.

The time limits specified in the grievance procedure may be extended by mutual agreement of the parties. The expense of the arbitrator shall be borne equally by the Union and the involved Employer or by the non-union employee and the involved Employer. Each party shall bear its own expenses of arbitration.

11.4 Neither the arbitrator nor the Standing Board of Review and Adjustment shall have authority to render a decision involving a jurisdictional dispute nor shall there be any authority to render a decision the effect of which would amend, modify, alter, delete from, add to, or supersede any provision of this Agreement or its intent.
ARTICLE XII

Jurisdictional Disputes

12.1 The assignment of work for Signatory Contractors will be solely the responsibility of the Employer performing the work involved. In such assignments, the Employer will assign work in accordance with historical practices for building work or heavy and highway work, and such assignments will be according to area practices, decisions and agreements of record and in compliance with applicable provisions of the Davis-Bacon Act.

12.2 For Signatory Contractors, all jurisdictional disputes shall be resolved without the occurrence of strikes, work stoppages or slow downs of any nature, and the Employer's assignments shall be adhered to until the dispute is resolved as follows:

The Signatory Contractors hereto agree that all jurisdictional disputes over division of work with crafts affiliated with the Colorado Building and Construction Trades Council, AFL-CIO, will be settled in accordance with the procedural rules and regulations of the Plan for the Settlements of Jurisdictional Disputes in the Construction Industry, effective June 1, 1984, or any successor plan. All Signatory Contractors of this Project agree to assign work and be bound to the terms and conditions of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, and all Unions agree that the assignments of the Employer shall be followed until the dispute is resolved in accordance with this section. It is not the intent of this section to disregard the Jurisdiction of Unions not a party to such resolution. Individuals violating this article shall be subject to immediate discharge. Any Union violating this Article shall forfeit any further claim to the disputed work.

12.3 The assignment of work for Nonsignatory Contractors will be solely the responsibility of the Employer performing the work involved. In such assignments the Em-
Employer will assign work in accordance with historical practices for building work or heavy and highway work. Such assignments will be according to area practices for compliance with applicable provisions of the Davis-Bacon Act. Should a Nonsignatory Contractor be unable to assign or accept such assignment of work dispute, the City's investigation will resolve the dispute pursuant to Ordinances 20-76 and 20-78, and the Contractor agrees to abide by the City's decision. The Employer's assignment of work shall be adhered to until the dispute is resolved.

ARTICLE XIII
Construction

This Agreement is deemed to be made, and shall be subject to, construed and enforced in accordance with the laws of the State of Colorado, and the Charter and Revised Municipal Code of the City and County of Denver. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver, Colorado, unless there is no State jurisdiction in which case venue will lie in the Federal District Court for the District of Colorado.

ARTICLE XIV
General Savings Clause

It is not the intent of the parties to this agreement to violate any Federal, State or local laws governing the subject matter contained herein, and 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. All parties who are signatory to the terms of this Agreement agree that if any of the provisions contained
herein is finally held or determined to be illegal, unenforceable, not binding, or void by a court of final and competent jurisdiction, an effort will be made by the parties hereto to promptly enter into negotiations concerning the clauses affected by such decision for the purpose of achieving conformity with the requirements of any applicable or conflicting law so violated.

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**ARTICLE XV**

**Local Collective Bargaining Agreements**

15.1 This Agreement recognizes that each individual Signatory Contractor, as defined in Article 1.8, is currently signatory to one or more Collective Bargaining Agreements which would otherwise be applicable to and govern portions of the individual Signatory Contractor's construction work performed at this Project. As to each individual Signatory contractor, this Agreement shall incorporate by reference all provisions, not inconsistent with this Agreement, of said individual Signatory Contractors' current Collective Bargaining Agreement(s) with a Union signatory to this Agreement and shall be binding upon said individual Signatory Contractor and said Union. A copy of each current Collective Bargaining Agreement along with a list of which agreement a Signatory Contractor is currently signatory to shall be on file with the Manager of Public Works and available for inspection.

15.2 In the event the Local Area Collective Bargaining Agreement is revised by mutual agreement of the Signatory Contractors and Local Unions who are parties to such agreement, then, if such revision is not inconsistent with the provisions of this Agreement, appropriate changes will automatically be made to reflect such revisions in the local contract at such time as the Local Union gives written notice to the City of such revisions, with an attached copy of the duly executed local agreement and an updated list of the
Contractors signatory to the revised Local Area Collective Bargaining Agreement. Such changes shall be effective as of the effective date of such revision of the Local Area Agreement.

15.3 In the event of any conflict between the provisions of this Agreement and those of a Local Area Collective Bargaining Agreement, the provisions of this Agreement shall take precedence. This Agreement shall not govern, and shall have no force or effect with respect to any work other than this Project work for the City. No provision of this Agreement shall be construed to require any Contractor to be bound by or to become signatory to any Collective Bargaining Agreement which the Contractor is not otherwise bound to or signatory to.

15.4 No provision in any Local Area Collective Bargaining Agreement shall be incorporated pursuant to Section 15.1 which discriminates against the Project or which was negotiated by the parties thereto to have special application to the Project.

ARTICLE XVI

Amendment

No alterations, amendments or modifications hereof shall be valid unless executed by an instrument in writing by the parties with the same formality as this Agreement. Neither this Agreement, nor any term hereof, can be changed, modified or abandoned, in whole or in part, except by instrument in writing, and no subsequent oral agreement shall have any validity whatsoever. Sufficient copies of such amendments or modifications shall be furnished by the City to the other parties.
ARTICLE XVII

Entire Agreement

The parties agree that this Agreement is intended to cover all matters affecting wages, hours, and other terms and all conditions of employment and that, during the term of this Agreement, neither the Contractors or City nor the Unions will be required to negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement except by mutual written agreement of the parties involved.

Article XVIII

Term of Agreement

This Agreement shall be effective as of the date hereina­bove written, and shall remain in effect until December 31, 1994.

ARTICLE XIX

Project Access

Duly authorized representatives of the Council and the Unions signatory to this Agreement shall have access to the Project site provided they do not interfere with the work of employees and provided they comply with job and safety rules established and posted by the Employer(s) and/or the City.
IN WITNESS WHEREOF, this parties here:to have caused this Agreement to be executed as of the day and year first above written.

ATTEST

Felicia Muftic, Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver

CITY AND COUNTY OF DENVER

Federico Peña
MAYOR

RECOMMENDED AND APPROVED:

Stephen H. Kaplan,
Attorney for the City and County of Denver

APPROVED AS TO FORM:

John Mrozek
Manager of Public Works

REGISTERED AND COUNTERSIGNED:

Wellington Webb
Auditor
COLORADO BUILDING AND CONSTRUCTION TRADES COUNCIL

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 9

Wayne A. Miller

INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ASBESTOS WORKERS, LOCAL 28

INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES GLAZIERS, ARCHITECTURAL METAL AND GLASS WORKERS, LOCAL 930

Chet Arカル

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL AND ORNAMENTAL IRONWORKERS LOCAL 24

Douglas M. Hepler

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRONSHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS, LOCAL 101

William Blank

INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTSMEN INTERNATIONAL UNION, LOCAL 1

Harold C. Cross

INTERNATIONAL ASSOCIATION OF BRICKLAYERS AND ALLIED CRAFTSMEN INTERNATIONAL UNION, LOCAL 1

John M. Lynch

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, COLORADO CENTENNIAL DISTRICT COUNCIL OF CARPENTERS

Felix M. Trujillo

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, MILLWRIGHTS LOCAL 2554

Edward A. Mischke

INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES, CARPET AND RESILIENT TILE LAYERS AND SIGN PAINTERS LOCAL 419

Edgar A. Mischke

INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES, CARPET AND RESILIENT TILE LAYERS AND SIGN PAINTERS LOCAL 419

Richard Duna

Michael A. Volpe
OPERATIVE PLASTERERS AND CEMENT MASON'S INTERNATIONAL ASSOCIATION, LOCAL 577

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 68

UNITED ASSOCIATION OF JOURNEY AND APPRENTICES OF THE PLUMBING AND PIPE-FITTING INDUSTRY OF THE UNITED STATES AND CANADA, PLUMBERS AND GAS FITTERS LOCAL 3

Paul E. Emerick

UNITED ASSOCIATION OF JOURNEY AND APPRENTICES OF THE PLUMBING AND PIPE-FITTING INDUSTRY OF THE UNITED STATES AND CANADA, PIPE-FITTERS LOCAL 208

N. F. Camfield

UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS, LOCAL 41

Carl Sosman

SHEET METAL WORKERS INTERNATIONAL ASSOCIATION, LOCAL 9

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, LOCAL 13

William Shipman

UNITED ASSOCIATION OF JOURNEY AND APPRENTICES OF THE PLUMBING AND PIPE-FITTING INDUSTRY OF THE UNITED STATES AND CANADA, SPRINKLER FITTERS (ROAD) LOCAL 669

Shea B. Johnson

UNITED ASSOCIATION OF JOURNEY AND APPRENTICES OF THE PLUMBING AND PIPE-FITTING INDUSTRY OF THE UNITED STATES AND CANADA, SPRINKLER FITTERS (ROAD) LOCAL 669

C. C. Kime

UNITED ASSOCIATION OF JOURNEY AND APPRENTICES OF THE PLUMBING AND PIPE-FITTING INDUSTRY OF THE UNITED STATES AND CANADA, SPRINKLER FITTERS (ROAD) LOCAL 669

P. M. Oldry

UNITED ASSOCIATION OF JOURNEY AND APPRENTICES OF THE PLUMBING AND PIPE-FITTING INDUSTRY OF THE UNITED STATES AND CANADA, SPRINKLER FITTERS (ROAD) LOCAL 669

George A. Truesdell

UNITED ASSOCIATION OF JOURNEY AND APPRENTICES OF THE PLUMBING AND PIPE-FITTING INDUSTRY OF THE UNITED STATES AND CANADA, SPRINKLER FITTERS (ROAD) LOCAL 669

Louis C. Crimi
APPENDIX A

(Sample)
Alternating 4 10-Hour Shifts (Two Shifts)

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A and B - Day Shifts
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