



*Skilled Union Craftsmen
Professional Union Contractors*

BLUEPRINT FOR SUCCESS

A Labor-Management Project Agreement

I. Preamble

To accomplish the goals of quality, cost effectiveness and timeliness requires that all participants exhibit a positive attitude intent on success. There must exist amongst all parties a willingness to cooperate fully in devoting themselves to the goals of the project.

This program has no room for adverse relationships, but only a true spirit of cooperation and commitment. It is essential that the work required to construct this project be accomplished in an efficient and economical manner so as to provide productivity, the highest levels of quality, and the total elimination of delays. This commitment will establish new plateaus in labor/management cooperation.

Therefore, _____, (hereinafter referred to as the "Owner"), its subcontractor(s) of whatever tier, the local Building Trades Council, and the THREE RIVERS' CONSTRUCTION ALLIANCE dedicate themselves to the goal that together, in full cooperation, local labor and management will produce a project of excellent quality, as economically as possible, in a safe environment, under favorable working conditions.

II. Introduction

This Agreement is entered into this _____ day of _____, 20____, by and between _____ (hereinafter called the "Owner"); and _____ (hereinafter called and the "Project Contractor"; and the _____ Building Trades Council (hereinafter called the "Union"), acting in their own behalf and on behalf of their respective affiliates and members: and the THREE RIVERS CONSTRUCTION ALLIANCE, acting on their own behalf and on behalf of their respective affiliates and members, with respect to the construction of the _____ project located in _____ County, Illinois.

It is understood by the parties to this Agreement that other contractors awarded construction work directly or indirectly by the "Owner" will execute this Agreement and become signatory contractors for the purpose of this work.

The intent of the parties to this Agreement is to establish labor and management cooperation between the Project Contractor, all Contractors and Subcontractors performing construction work on this project site, and the appropriate Unions signatory to this Agreement for the express purpose of producing a quality project on schedule and as economically as possible, in a safe environment under favorable working conditions.

III. Scope Of The Agreement

A. 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.

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, where there is a conflict, 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, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article V, VI, and VII of this Project Agreement, which shall apply to such work.

B. 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.

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

D. 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.

E. 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.

F. 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.

IV. Labor-Management Cooperation Committee

The parties to this Agreement hereby reaffirm the necessity for joint cooperation and participation by Labor and Management in interpreting and analyzing the effectiveness of management's application of this Agreement as well as Labor's response and any other matter affecting quality, safety, working conditions and productivity. Therefore, to secure this end, it is hereby agreed that a "Labor-Management Cooperation Committee" will be established composed of three representatives from Labor and three representatives from Management; one representative from Labor and one from Management shall be Co-Chairmen of this Committee.

The Labor-Management Cooperation Committee shall meet a minimum of once each month, at the jobsite, and shall discuss the following: reports concerning any violation, dispute, questions or interpretation of the application of practices arising out of this Agreement; safety; working

conditions; absenteeism; labor turnover; availability of qualified journeymen; need for training; and any other matter affecting productivity and efficiency on this project.

In the event a dispute is not resolved by the Labor-Management Cooperation Committee, such matter shall then be settled as outlined by the grievance procedure and/or arbitration provisions contained in Articles VII or VIII of this Agreement. The Labor-Management Cooperation Committee shall not have authority to render a decision involving a jurisdictional dispute.

V. Contractors' Commitment

A. Work assignments will be made in accordance with area practice, consistent with the efficient and economical performance of the work.

B. Before performing work at the job site, the Contractor or Subcontractors of whatever tier actually performing the work will become signatory to the appropriate collective bargaining agreement.

C. The Contractors and Subcontractors shall exercise their management rights. These rights shall include planning, directing, hiring, dismissal, lay-off, transferring, appointing foremen and general foremen and otherwise directing the work force.

D. 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.

VI. Union (Craftsmen) Commitment

A. Qualified and skilled craftsmen will be furnished as required by the Contractor in the fulfillment of its obligations to the Owner.

B. Craftsmen shall be at their place of work at the regular starting time and shall remain at their place of work until quitting time. There shall be no limit on production by Craftsmen nor restrictions on the use of tools or equipment other than that which may be required by safety practice.

C. Where stewards are appointed by respective unions, the steward shall be a qualified craftsman performing the work of his craft who shall exercise no supervisory functions. There shall be no non-working stewards.

VII. Owner Commitment

A. The Owner agrees that during the life of this agreement he shall assign construction work on this project only to contractors who are signatory to this agreement and applicable local collective bargaining agreements.

B. The Owner agrees that during the life of this agreement, he will encourage every Lessee or Buyer to insure that all construction work on the premises is performed to the highest standards by competent, trained workers and in order to maintain harmony and amity at the covered project, Lessee agrees that all construction work done on the premises, including the initial build out and all subsequent remodeling, will be performed only by contractors who are party to a current collective bargaining agreement with the applicable construction trade.

VIII. Disputes & Grievances

A. 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.

B. 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.

C. Any question or dispute arising out of and during the term of this Project Agreement (other than grievances not covered by a local Collective Bargaining Agreement or 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.

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

IX. Jurisdictional Disputes

A. 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.

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

C. 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.

D. 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.

X. Joint Commitment (Contractor/Union)

A. Utilization of Union apprentices will be maximized consistent with the best interest of the job in compliance with Local Union Agreements. The high level of union apprenticeship training will be maintained to provide the Industry with productive and knowledgeable craftsmen for the long term.

B. Every reasonable and practicable measure, consistent with the protection of human dignity, will be taken to assure a work place free of alcohol and drugs. The use of liquor, drugs or any other illegal activities at the Project site, including parking lots, is strictly prohibited.

C. Employees will take their breaks only in their immediate work areas.

D. Acknowledging the safety concerns of today's construction Owner and its risk management professionals, we assure the Owner that the parties are committed to safe working practices on the project. The parties, drawing upon the comprehensive safety programs and resources developed by the Union construction community, will comply with federal, state, and local safety regulations. Both contractors and union craftsmen are well trained in safety practices and commit themselves to applying such practices on this job.

E. The Contractors and Unions agree that there will be no lockouts or work stoppages.

(1) The Contractors and Subcontractors shall not cause, incite, encourage or participate in any lockout of employees on the project during the term of this Agreement.

(2) The Union and its members, agents, representatives, and employees shall not allow, incite, encourage, condone or participate in any strike, walkout, slowdown, picketing, sympathy strike or other work stoppage of any nature whatsoever, whether jurisdictional or otherwise, or observe any picket of any nature during the term of this Agreement. Any such action by the Union or its members, agents, representatives or employees shall constitute a violation of this Agreement.

(3) All employees shall continue to work and to perform all their obligations on the project despite the expiration of any local or other collective bargaining agreement. Any future wage or fringe benefit increase, decrease or modification legally negotiated and established by appropriate local collective bargaining agreements of the Local Unions which are signatories to this Agreement shall be paid retroactively to the expiration of the preceding local Agreement.

(4) Should any unauthorized strike, slowdown, stoppage of work or interference with construction occur, the Union shall take all necessary steps to bring such activity to a prompt resolution.

XI. Helmets To Hardhats

A. The Employers and the Unions 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 Employers and Unions agree to utilize the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "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.

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

XII. Term of Agreement

A. This Agreement shall become effective on _____, 20____, and shall remain in full force and effect as long as signatory contractors are working on this project.

B. Either party shall have the right to terminate this Agreement by notifying all other parties, in writing, within at least thirty (30) calendar days from the proposed termination date.

FOR THE OWNER:

FOR THE PROJECT CONTRACTOR:

OWNER

PROJECT CONTRACTOR

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

FOR THE ALLIANCE:

FOR THE BUILDING TRADES:

T.R.C.A.

BUILDING TRADES

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____