

**TOWN OF WINDHAM
HIGH SCHOOL
PROJECT LABOR AGREEMENT
BETWEEN**

(Name of Construction Manager)

**AND
THE [] TRADES**

PROJECT LABOR AGREEMENT

This Project Labor Agreement (hereinafter referred to as the "Agreement") is entered into this ____ day of _____, 2013, by and among _____ (hereinafter referred to as the "Construction Manager"), acting in its role as the construction manager for the Town of Windham (hereinafter referred to as the "Owner"), the Trades (hereinafter referred to as the "Council"), and each of the Council's affiliated Local Unions (hereinafter individually and collectively referred to as the "Union" or "Unions"), with respect to site preparation, construction and renovation projects being undertaken by the Town of Windham Board of Education for the Windham High School Renovation Project (herein referred to as "Project"). Completion of work on the Project in a timely fashion during the construction period is critical, material and an essential element to this Agreement.

It is understood by the parties to this Agreement that it is the policy of the Town of Windham that the Project work covered by this Agreement shall be contracted to Contractors who agree to execute and be bound by the terms of this Agreement whether or not they operate their Company non-union on other Projects. The Construction Manager shall monitor compliance with this Agreement by all the Unions and Contractors who, through their execution of this Agreement, have become bound hereto.

The terms "Contractor" or "Contractors" shall include all Contractors and subcontractors of whatever tier engaged in on-site construction work within the scope of this Agreement, including the Construction Manager when it performs construction work within the scope of this Agreement. The Council, the Unions, the Construction Manager, and all signatory Contractors agree to abide by the terms and conditions contained in this Agreement, including without limitation with respect to the administration of the Agreement by the Construction Manager and the performance of the construction by the Contractors. All Contractors may become parties to this Project Labor Agreement whether or not their employees are represented by a collective bargaining representative on work not covered by this Agreement. This Agreement represents the

complete understanding of the parties, and it is further understood that no Contractor party is required to sign any other collective bargaining agreement as a condition of performing work within the scope of this Agreement. All successful bidders will be required to execute the Acceptance of Agreement attached hereto.

ARTICLE I PURPOSE

The timely and successful completion of the Project is of importance to the Windham Board of Education, the Town of Windham, and all the people of Windham. In addition, it is critical that the work be coordinated to minimize any disruption to the students and faculty of the Windham Public Schools during construction. The timely and successful completion of the Project is of importance to the Town of Windham. Therefore, it is essential that the Project work be done in an efficient and economical manner in order to secure optimum productivity and to eliminate any delays in the work. In recognition of the 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. This Agreement will foster the achievement of these goals by: (1) prohibiting strikes, slowdowns, walkouts, lockouts, picketing and other disruptions and delays arising from work disputes, and promoting labor harmony and peace for the duration of the Project; (2) standardizing and stabilizing certain basic terms and conditions governing the employment of hourly craft employees on the Project, and thereby promoting labor harmony and peace for the duration of the Project; (3) creating uniform work schedules and shift hours to enhance coordination of work among the various crafts on the Project and to promote efficiency and economy of operations; (4) including goals for the number of apprentices and for a percentage of work to be performed by minorities, women, veterans and members of the community; (5) providing comprehensive and standardized mechanisms for the settlement of disputes, including those relating to grievances, job disputes and trade jurisdiction; (6) ensuring a reliable source of skilled and experienced labor, whether unionized or non-unionized; (7) furthering public policy objectives for employment opportunities for

minorities, women and the economically disadvantaged in the construction industry; (8) inviting all Contractors to bid on the project without regard to whether the employees are members of a labor organization as defined in section 31-101 of the General Statutes; (9) expediting the construction process and otherwise minimizing potential disruptions for the duration of the Project; (10) not requiring compulsory labor organization membership of employees working on the project; (11) permitting the selection of the lowest responsible qualified bidder without regard to labor organization affiliation; and (12) binding all Contractors to the terms of the Agreement.

ARTICLE II SCOPE OF THE AGREEMENT

SECTION 1 This Agreement shall apply and is limited to all site preparation, demolition, renovation and construction and dedicated off-site work which shall be performed under the Project Agreement under the direction of the Contractors and/or performed by the Contractors, of whatever tier, who have contracts awarded for such work on and after the effective date of this Agreement, which may include the Owner.

SECTION 2 (a) The Owner and/or Construction Manager and/or Contractor, as appropriate, has the absolute right to select the lowest responsible and qualified bidder for the award of contracts on this Project without reference to the existence, or the non-existence, of any collective bargaining agreement between such bidder and any union, provided, however, only that such bidder is willing, ready and able to execute and comply with this Project Labor Agreement, should it be designated the successful bidder. Non-union contractors are encouraged to bid this Project.

(b) It is agreed that all subcontractors of a Contractor, of whatever tier, who are awarded contracts for work covered by this Agreement on or after the effective date of this Agreement shall be required to execute, accept and be bound by the terms and conditions of this Agreement.

SECTION 3 (a) Attached to this Agreement are the following Local Collective Bargaining Agreements (“Schedule A’s”): [[

]]. Subject to the limitations imposed by law, the provisions of this Project Labor Agreement (including the attached Schedule A’s) shall apply to the construction of the Project, notwithstanding the provisions of any Local, Area and/or National Agreements which may conflict or differ from the terms of this Agreement.

(b) Any dispute as to the applicable source, between this Agreement and the applicable Schedule A for determining the wages, hours and working conditions of employees on the Project shall be resolved by _____, who shall act as arbitrator. It is understood that this Agreement constitutes a self-containing, stand-alone Agreement and that by virtue of having become bound to this Project Labor Agreement, the Contractor will not be obligated to sign any other Local, Area or National Agreement.

SECTION 4 This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party; nor shall it be binding upon the Owner.

SECTION 5 This Agreement shall be limited to work historically recognized as construction work, including, specifically, the site preparation and related demolition work necessary to prepare the site for construction and dedicated off-site work, as is directed by the Construction Manager, Contractor or the Owner.

SECTION 6 It is understood that the liability of any Contractor and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status or agreement between or among the Owner, Construction Manager and/or any Contractor.

SECTION 7 Items specifically excluded from the scope of the Agreement include, but are not limited to, the following:

- a. Work of non-manual employees, including, but not limited to, superintendents, supervisors, staff engineers, surveyors (except where expressly covered by a Schedule A, attached hereto), inspectors, quality control personnel, quality assurance personnel, timekeepers, mail carriers, clerks, office workers, including managers, guards, emergency medical and first aid technicians, and other professional, architectural, engineering, administrative, supervisory and management employees.
- b. Equipment/machinery owned or controlled and operated by the Owner.
- c. Off-site fabrication and handling of materials, equipment or machinery and all deliveries to and from the Project site, except that drivers for concrete suppliers will be provided under the terms of this Project Labor Agreement.
- d. All employees of the Town of Windham;
- e. All employees of the Construction Manager or Contractors who are not performing manual labor.
- f. Any work performed on or near, or leading to or into, the Project site by state, county, municipal or other governmental bodies, or their Contractors; or by public utilities or their Contractors; and/or by the Town, or its Contractors (for work which is not part of the Project).
- g. Off-site maintenance on leased equipment and on-site supervision of such work.
- h. Off-site warranty functions and warranty work, and on-site supervision of such work.
- i. Laboratory or specialty testing or inspections not ordinarily done by the crafts.
- j. The provision of temporary utilities nor the provision or use of temporary heat and power from any source requiring standby personnel unless assigned by the Contractor.
- k. Work associated with hanging stage curtains and/or theatrical appurtenances (such as rigging, risers, backdrops, wings, etc.).
- l. All work associated with the furnishing, loading, unloading and installation of all furniture, fixtures, equipment not permanently part of the building construction, typically referred to as "FFE."

- m. Owner directed and controlled (or contracted) final cleaning and HEPA vacuuming, once each phase has been broom cleaned, wiped-down, and the carpets have been vacuumed, and the building is ready for substantial completion.
- n. Emergency work.
- o. Work post certificate of substantial completion.

SECTION 8 None of the provisions of this Project Labor Agreement shall apply to the Owner and nothing contained herein shall be construed to prohibit or restrict the Owner or its employees from performing work not covered by the Agreement on the Project site. As areas and systems of the Project are inspected and construction tested by the Construction Manager or Contractor and accepted by the Owner by certificate of substantial completion, the Agreement shall not have further force or effect on such items or areas.

ARTICLE III

UNION RECOGNITION AND REFERRAL

SECTION 1 The Contractor recognizes each Union as the sole and exclusive bargaining representative of all craft employees working on facilities within the scope of this Agreement. Each Contractor shall have the ability to bring a reasonable number of key employees to the Project.

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, by-laws, rules, regulations, constitutional provisions, or any other aspect of obligation of union membership, policies or requirements. There shall be no discrimination against any job applicant or employee because of his or her membership or non-membership in the Union or based upon his or her race, religion or religious creed, color, sex, sexual orientation, ancestry, national origin, marital status, veteran status, or present or past history of mental or physical disability.

SECTION 3 Applicants for various classifications covered by the Agreement required

by the Contractor on the Project shall be referred to the Contractor by the Union. The Contractor shall have the right to determine the competency of all employees, the right to determine the number of employees required, and shall have the sole responsibility for selecting the employees to be laid off consistent with Article VII, below, and the attached Schedule A's. The contractor shall also have the right to reject any applicant referred by the Union, subject to the show-up payments required by the applicable Schedule A.

- a. Such referral system shall operate so as to make all good faith efforts to achieve a goal of X percent minority workers on the project.
- b. Such referral system shall operate as to make all good faith efforts to achieve a goal of X percent female workers on the project.
- c. Such referral system shall operate so as to make all good faith efforts to achieve a goal of X percent veteran workers on the project.
- d. Such referral system shall operate so as to make all good faith efforts to achieve a goal of X percent of workers on the project who reside within the Town of Windham.

SECTION 4 For a Union having a job referral system in its Schedule A, for the purpose of initial employment only, the Contractor agrees to include a system as may be found there, and it shall be used exclusively by the Contractor. There shall be no discrimination against any employee or applicant for employment because of his or her membership or non-membership in the Union. Such job referral system must be operated in a non-discriminatory manner and in full compliance with Federal, state and local laws and regulations which require equal employment opportunities and non-discrimination, and referrals shall not be affected in any way by the rules, regulations, by-laws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as established in this Article.

SECTION 5 In the event that any Union is unable to fill any requisition for employees within a forty-eight hour period after such requisition is made by the Contractor

(Saturdays, Sundays and Holiday excepted), the Contractor may employ applicants from any other available source.

SECTION 6 In the event that the Union does not have a job referral system as set forth in Section 4 of this Article, the Contractor shall give the Union first preference to refer qualified applicants pursuant to a non-discriminatory job referral procedure, subject to the provisions of Section 5 of this Article. The Contractor shall notify the Union of employees hired from any source other than referral by the Union.

SECTION 7 The Union shall not knowingly refer to a Contractor employees currently employed by another Contractor working under this Agreement.

SECTION 8 The Unions will exert their utmost efforts to recruit sufficient numbers of skilled craftsmen to fulfill the manpower requirements of the Contractor. Where employees require HAZMAT training, the Unions agree to provide such training at no additional cost to the Contractor. Until such time as the Unions' employees are properly trained, the Contractor may employ any qualified persons to meet the needs and the schedule.

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

SECTION 10 The Unions and the Construction Manager shall make good faith efforts to support the affirmative action goals and programs applicable to this Project. Nothing in this Section shall require the Union to refer, or the Contractor, Sub-contractor or Construction Manager to hire workers that such Contractor or Subcontractor reasonably believes are not qualified for available jobs.

SECTION 11 Individual seniority shall be recognized and applied to employees

working on the Project as set forth in the attached Schedule A's.

ARTICLE IV UNION SECURITY

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

ARTICLE V UNION REPRESENTATION

SECTION 1 Authorized representatives of the Union shall have access to the Project, provided they do not interfere with the work of employees and further provided that such representatives comply with safety rules of the Project.

SECTION 2

(a) Each signatory Union shall have the right to designate a working journeyman as a steward, and shall notify the Contractor in writing of the identity of the designated steward prior to the assumption of his duties as steward. Such designated steward shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay of their respective crafts.

(b) In addition to his work as an employee, the steward shall have the right to receive, but not solicit, complaints or grievances and to discuss and assist

in the adjustment of the same with the employee's appropriate supervisor. Each steward shall be concerned with the employees of the steward's Contractor and, if applicable, subcontractors, and not with the employees of any other contractor. The Contractor will not discriminate against the steward in the proper performance of his Union duties.

(c) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime; but the Contractor shall utilize the provisions of any applicable Schedule A to establish equitable distribution of overtime.

SECTION 3 The Contractor agrees to notify the appropriate Union twenty-four (24) hours prior to the layoff of a steward, except in the case of discipline or discharge for just cause. The Steward will be entitled to work overtime when members of his/her union are working overtime, provided the Steward is qualified to perform the assigned work. If an applicable provision in Schedule protects a steward such layoff, the Contractor shall recognize the provisions to the extent that the steward possesses the necessary qualifications to perform the work remaining. In any case in which a steward is discharged or disciplined, the appropriate Union shall be notified immediately by the Contractor.

ARTICLE VI

HELMETS TO HARDHATS

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

SECTION 2 The Union and Contractors 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 the this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE VII MANAGEMENT RIGHTS

SECTION 1 The Contractor retains full and exclusive authority for the management of its operation(s). Except as expressly limited by other provisions of this Agreement, the Contractor retains the right to direct the workforce, including: the hiring, promotion, re-assignment, transfer, lay-off, discipline or discharge for just cause of its employees; the selection of foremen; the assignment and scheduling of work; the requirement of overtime work, the determination of when it shall be worked, and the number of employees engaged for such work. No rules, customs, or practices, which limit or restrict productivity, efficiency or the individual and/or joint working efforts of employees shall be permitted or observed. The Contractor may utilize any methods or techniques of construction.

SECTION 2 Except as otherwise expressly stated in this Agreement, there shall be no limitation or restriction upon the Contractor's choice of materials or design or its choice of methodologies for the installation or use of materials, supplies or equipment. The Contractor may install or otherwise use materials, supplies or equipment as customarily performed in the area. The on-site installation or application of such items shall be performed by the craft of having jurisdiction over such work.

ARTICLE VIII WORK STOPPAGES AND LOCKOUTS

SECTION 1 Except as provided herein, there shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason by the

Union or employees against any Contractor covered under this Agreement, and there shall be no lockout by the Contractor. The failure of any Union or employee to cross any picket line established by any Union, signatory or non-signatory, or any other organizations, at or in proximity to the Project site, shall be a violation of this Agreement. Notwithstanding, it shall not be a violation of this Article for the Union, after forty-eight hours' notice to the Construction Manager, to direct the employees of a Contractor to engage in a work stoppage where such contractor has refused intentionally to pay the owed wages and/or fringe benefits provided in Article XII. Such a work stoppage shall not include picketing or otherwise disrupt work on the Project and shall cease upon payment.

SECTION 2 The Contractor may discharge any employee violating Section 1 of this Article, above, and any such employee will not be eligible for referral under this Agreement for a period of ninety working days from the date of his discharge. The Contractor and the Union shall take all steps necessary to obtain compliance with this Article, and neither shall be held liable for conduct for which it is not responsible.

SECTION 3 Any party, including the Construction Manager, may institute the following procedure in lieu of, or in addition to, any other action at law or equity, when a breach of Section 1 of this Article, above, is alleged:

(a) A party invoking this procedure shall notify _____, whom the parties agree shall act as the permanent arbitrator under this procedure notice to the arbitrator shall be by telephone and fax with notices by telephone, fax, and United Parcel Service Overnight Express Mail to the party alleged to be in violation.

(b) Upon receipt of said notice, the Arbitrator named above shall sit and hold a hearing within twenty-four hours if it is contended that the violations still exist. During the procedure, work shall continue.

(c) The Arbitrator shall notify the parties by telephone and fax of the place and time he has chosen for this hearing. Said hearing shall be completed in one session, with appropriate recesses at the arbitrator's discretion, and shall not exceed twenty-four hours unless otherwise agreed upon by all parties. A failure of any party or

parties to attend said hearing shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Section 1 of this Article, above, has in fact occurred, and the arbitrator may issue an Award. The Award shall be issued in writing within three 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 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 other appropriate relief, and such Award shall be served on all parties by hand or fax and by certified mail, return receipt requested, 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. Telephonic and fax notice of the filing of such enforcement proceeding shall be given to the other parties. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 3(d) 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 the 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 be delivered to their last 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 hereto are hereby waived by the parties to whom they accrue.

(g) The fees and expenses of the Arbitrator shall be equally divided between the moving party or parties and the party or parties' respondent.

(h) It is the responsibility of each Union, Contractor and subcontractor to keep on file with the Construction Manager an address or operating fax number to which notices under this Article may be sent. Any Union, Contractor or sub-contractor failing to do so hereby waives its right to claim that it did not receive proper or timely notice of any action taken by any party or Arbitrator pursuant to this Article.

SECTION 4 Procedures contained in Article IX shall not be applicable to any alleged violations of this Article, with the single exception that any employee discharged for violation of Section 1 of this Article, above, may resort to the procedures of Article IX to determine only if he was, in fact, engaged in that violation.

ARTICLE IX

DISPUTES AND GRIEVANCES

SECTION 1 This Agreement is intended to provide close cooperation between management and labor. The Construction Manager and the Building and Construction Trades shall each assign a representative to this Project for the purpose of assisting Unions, together with the Contractor, to complete the Project economically, efficiently, continuously and without interruption, delays or work stoppages.

SECTION 2 The Contractor, Unions and 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 arbitration provisions set forth in this Article.

SECTION 3 Any question arising out of and during the term of this Agreement involving its interpretation and/or application (other than trade jurisdictional disputes or alleged violations of Article VIII, Section 1) shall be considered a grievance and subject to resolution under the following procedures:

STEP 1

When any employee subject to the provisions of this Agreement feels he is aggrieved by a violation of this Agreement, he shall, through his Union business representative or job steward, within five 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 Union or the job steward and the work site representative of the involved Contractor

shall meet and endeavor to adjust the matter within three working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight hours thereafter, pursue Step 2 of the grievance procedure providing 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. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved unless endorsed by the Construction Manager within five days after resolution has been reached and the terms of the resolution are set forth in writing to the Construction Manager.

Should the Union(s) or Construction Manager or any other Contractor have a dispute with another party and if, after conferring, a settlement is not reached within three working days, the dispute shall 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 Business Manager or his designee of the involved Union, together with the International Union representative of that Union, the site representative of the involved Contractor, and the labor relations representative of the Construction Manager shall meet within seven working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within fourteen calendar days after the initial meeting at Step 2.

STEP 3

(a) If the grievance shall have been submitted but not adjusted under Step 2, either party may request, in writing, within fourteen calendar days after the initial Step 2 meeting, that the grievance be submitted to Arbitrator _____, pre-selected by the parties to this Agreement, on a rotating basis (starting with _____). The then-current Voluntary Labor Arbitration Rules of the American Dispute Resolution Center shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final

and binding on all parties, and the fees and expenses of such arbitrations shall be borne equally by the involved Contractor and the involved Union(s).

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

SECTION 4 No adjustment or decision may provide retroactivity exceeding sixty (60) days prior to the date of the filing of a written grievance.

SECTION 5 The Construction Manager shall be notified by the involved Contractor of all actions at Steps 2 and 3 and shall, upon its or their request, be permitted to participate in full in all proceedings at these steps.

SECTION 6 Any dispute concerning solely the application of the terms of the provisions an applicable Schedule A shall be handled in accordance this Article. Any dispute concerning the interpretation and/or the application of this Agreement shall be exclusively handled in accordance with the provisions of this Article IX, or, if applicable, Article VIII or Article XI of this Agreement.

ARTICLE X PRE-JOB CONFERENCE

There shall be a pre-job conference and, where necessary, pre-bid conference, which shall endeavor to address all the specifics of and substantive issues affecting the Project. The parties agree to use this conference to its fullest to avoid unforeseen conflicts which may affect job assignments, productivity, costs or the completion date.

ARTICLE XI JURISDICTIONAL DISPUTES

SECTION 1 Work shall be assigned by the Contractor in accordance with area practice and such assignments shall be disclosed by the Contractor at a pre-job conference. The Construction Manager, Contractor and subcontractors involved, and representatives of the appropriate Unions shall be invited to attend such conference. There will be no strikes, work stoppages, slowdowns, interruptions or other disruptive activity arising out of any jurisdictional dispute. Pending the resolution of the dispute, the construction work shall continue uninterrupted as assigned by the Contractor.

SECTION 2 All jurisdictional disputes between or among Unions who have agreed to be bound to the procedures provided in the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") shall be resolved under the Plan and shall be settled and adjusted according to the Procedural Rules and Regulations as set forth in the Plan. The assignments of the Contractor(s) shall be followed until the dispute is resolved in accordance with the Plan. Decisions rendered under the Plan shall be final, binding and conclusive on the affected Contractor or Contractors and the Union or Unions.

For all Unions who have not agreed to be bound to provisions of the Plan, all jurisdictional disputes between those unions and any other union(s) shall be settled through arbitration where the arbitrator shall be bound by area practice regarding the assignment of the work. The assignments of the Contractor(s) shall be followed and work shall continue uninterrupted until the dispute is resolved. Decisions rendered by the arbitrator shall be final, binding, and conclusive on the affected Contractor or Contractors and the Union or Unions. The parties hereby appoint an Arbitrator selected in accordance with the rules and regulations of the ADRC to serve as the arbitrator for all disputes under this subsection (b).

The Building and Construction Trades Council of the Metropolitan District and the New England Regional Council of Carpenters are currently discussing the use of the Boston Local Board or the Boston Plan as the means for and the vehicle under which the jurisdictional disputes are resolved. If the aforementioned Councils reach agreement and if the agreement is acceptable to the Building and Construction Trades Department

of the AFL-CIO, then the Boston Local Board or the Boston Plan will become the means for and the vehicle under which jurisdictional disputes are resolved.

SECTION 3 There shall be no authority to assign work to a double crew, that is, to more employees than the minimum required by Contractor to perform the work involved, or to assign the work to employees who are not qualified to perform the work involved. This does not prohibit agreement by the parties to any dispute, including the involved Contractor, to establish composite crews where more than one (1) employee is needed for the job, or an arbitrator from ordering such when appropriate under the Plan. The aforesaid determinations shall decide only to whom the disputed work belongs.

SECTION 4 There shall be no strike, work stoppages, slowdown, interruption or other disruptive activity while any jurisdictional dispute is being resolved. The work shall proceed without interruption as assigned by the involved Contractor until finally resolved. The award or resolution shall be confirmed in writing to the involved parties. There shall be no strike, work stoppage, slowdown, interruption or other disruptive activity in protest of any such award or resolution.

ARTICLE XII WAGES AND BENEFITS

SECTION 1 All employees covered by this Agreement shall be classified in accordance with work performed and paid the base hourly wage rates for those classifications as specified in the attached Schedule A's or any successor agreement to Schedule A as described in Article XXIII, hereof, which shall, at a minimum, be prevailing wage.

SECTION 2 The Contractor agrees to pay contributions to the established employee benefit funds and industry promotion funds and other Funds and programs in the amounts designated in the appropriate Schedule A or any successor agreement to a Schedule A as described in Article XXIII. Bona fide jointly trustee fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement

may be added only at the time the segment of the Project is put out to bid and will not apply to any segments previously put out to bid.

SECTION 3 The Contractor adopts and agrees to be bound by the written terms of the legally-established Trust Agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractor authorizes the parties to such Trust Agreements to appoint trustees and successor trustees to administer the Trust Funds and hereby ratifies and accepts the Trustees so appointed as if made by the Contractor.

SECTION 4 Upon written notice from the Union to the Construction Manager that a subcontractor is in arrears on payments of fringe benefits for work performed on this Project, the Construction Manager will direct the subcontractor to comply with its contractual obligations. If the correct payments are not made within thirty (30) days, the Construction Manager will withhold moneys owed from its payments to the subcontractor sufficient to satisfy the outstanding debt to the fringe benefit fund and shall issue joint checks payable to the involved subcontractor and the involved fringe benefit fund.

ARTICLE XIII

HOURS OF WORK, OVERTIME SHIFTS AND HOLIDAYS

SECTION 1 The standard workweek shall consist of forty hours Monday through Friday. The standard workday shall consist of eight hours of work between the hours of [[7:00 A.M. and 3:30 P.M. with one half-hour unpaid lunch to commence no earlier than 11:30 A.M. and end no later than 12:30 P.M. The Contractor, at its own discretion, may establish a standard work week consisting of four ten-hour days between 6:00 a.m. and 6:30 p.m. with one half-hour unpaid lunch, Monday through Thursday inclusive.]] The standard work day may be changed to accommodate job conditions or the needs of the school district as determined by the Superintendent of Schools or the Construction Manager on five days' notice, or less notice as is mutually agreed upon. Starting time

shall commence and quitting time shall occur at the employee's designated work area. In the event a day during the standard workweek is lost due to inclement weather, Saturday may be utilized as a voluntary make-up day at the straight time rate of pay for employees scheduled to work a 5-day workweek. In the event a day during a four-day workweek is lost due to inclement weather, Friday may be utilized as a voluntary make-up day at the straight time rate of pay. In the event two days during the standard work week is lost due to inclement weather, Friday and Saturday may be utilized as voluntary make-up days at the straight time rate of pay. Voluntary make-up days for employees scheduled to work a four-day workweek shall be ten-hour workdays for the employees volunteering to work.

SECTION 2 Overtime pay shall be established by reference to the applicable Schedule A, provided, however, that the Contractor may create a 4-day, 10 hour -per day work schedule. For employees scheduled to work a 4-day work week, the first ten hours on each scheduled day shall be at straight time. The first two hours worked in excess of the 10- hour shift, Monday through Thursday or on a voluntary make-up day, shall be paid at time and one-half. Work performed on Sundays and in excess of twelve hours a day for employees scheduled to work a 4-day work week shall be paid at the rate stated in the applicable Schedule A, but in no event at a rate exceeding double time. There will be no restriction upon the Contractor's scheduling of overtime or the non-discriminatory designation of employees who shall work the overtime. There shall be no pyramiding of overtime pay under any circumstances. Any abuse of this provision will be referred to the Labor-Management Committee for resolution.

SECTION 3 It shall not be a violation of this Agreement if the Construction Manager considers it necessary to suspend all or any portion of the job to protect the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked; provided; however, that where the Contractor requests employees to remain at the site and available for work, the employees will be compensated for the standby time at their base hourly rate of pay.

SECTION 4 Shifts may be established when considered necessary by the Contractor.

(a) Shift hours and rates will be as follows:

First Shift: Eight hours' pay for eight worked plus one-half hour unpaid lunch period.

Second Shift: Eight hours pay for seven and one-half hours worked plus one-half hour unpaid lunch.

Third Shift: Eight hours' pay for seven hours worked plus one-half hour unpaid lunch period.

(b) Shifts shall be established and continue for a minimum of five consecutive workdays.

(c) If only two shifts are to be worked, the contractor may regulate starting times of the two shift operations to permit maximum utilization of daylight hours.

SECTION 5. Recognized holidays on this Project shall be those set forth below:

New Year's Day Labor Day Good Friday Thanksgiving Day Memorial Day
Christmas Day Independence Day

Holiday pay shall be paid as set forth in the attached Schedule A's. These Holidays shall be observed on the dates established by the state and federal government.

SECTION 6 Reporting Pay shall be paid in the manner set forth in the attached Schedule A's.

SECTION 7. The Contractor will schedule a meal period of not more than one-half hour's duration at the work location at approximately four hours into the scheduled work shift, consistent with Section 1 of this Article. If an employee is required to work through his meal period, he or she shall be compensated. An additional meal period of one-half

hour's duration shall be provided in the event an employee is required to work in excess of twelve hours. The additional meal period shall be scheduled between the twelfth and thirteenth hour.

ARTICLE XIV

CLEANUP

All trades shall clean up their own work area and bring the debris to a nearby-designated area. The removal of debris from the designated areas will be the work of the Laborers.

ARTICLE XV

ELEVATORS

Hoist and elevators in new and constructed buildings when in use for the construction or renovation and used for hoisting material or a combination of construction personnel and material shall require an operating engineer for the duration of their use. This will not apply to other types of lifts (e.g. scissor lifts or man lists) used in the performance of the work, or to elevators in existing facilities where the use of the elevator is limited to building employees, visitors, and their supplies.

ARTICLE XVI

TELEDATA

Subject to the provisions of Article III, hereof, the parties hereby agree that the following Teledata work performed on any of the sites during construction shall be done by employees represented by [. Local]. For the purpose of this Agreement, Teledata work shall include the following: all installation, operation, inspection, maintenance, repair and service of radio, television, video, data, voice, sound, emergency call, microwave and visual production and reproduction apparatus, equipment and appliances used for domestic, commercial, educational and entertainment purposes; all installation and erection of equipment, apparatus or appliance, cables and/or wire, emergency power (batteries) and all directly related work which becomes an integral

part of the telecommunication and/or telecommunications-related systems; repair and service maintenance work of telecommunications systems and devices including, but not limited to, Private Branch Exchanges (PBX- PABX), Key equipment and associated devices, PCM, T1, and/or telephone-related systems, customer-owned or employer-owned, CCTV, CATV, card access, Systems RS 232 ethernet and/or any local area network system associated with computer installation. Not included in the Teledata work covered by this Agreement is any specialized installation, operation, maintenance, repair or service work for which the employees represented by [Local] are not specially trained or certified such that requisite guarantees and warranties can be provided to the Owner by the successful Contractor(s).

ARTICLE XVII APPRENTICES

SECTION 1 The Contractor may utilize apprentices as are contained in the applicable Apprentice wage and ratio Attachment to this Agreement. Notwithstanding anything to the contrary in this Agreement or in the Attachment, the parties agree to make their best efforts to hire students at Windham High School and Windham Technical School, for apprenticeships.

SECTION 2 The parties recognize the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, and the special need and obligation to capitalize on the availability of the local work force in Windham, especially minorities and women entering the construction industry. To these ends, the Contractor will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Further, the parties will facilitate and encourage local residents, minorities and women to commence and progress in apprenticeship programs, and other accepted and recognized training programs, in the construction industry.

ARTICLE XVIII
SAFETY, PROTECTION OF PERSON AND PROPERTY

SECTION 1 In accordance with the requirements of the Occupational Safety and Health Act, it shall be the exclusive responsibility of each Contractor on the job site to ensure safe working conditions for its employees and their compliance with any safety rules contained herein or established by the Contractor or Construction Manager provided, however, it is understood that the employees have an obligation as set forth in Section 2 below.

SECTION 2 Employees must use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and/or the Town. Failure to do so will be grounds for discipline, including discharge.

SECTION 3 Employees covered by the terms of this Agreement shall at all times while in the employ of the Contractor be bound by the safety, security, and visitor rules as established by the Construction Manager and/or Contractor in accordance with applicable State and Federal safety and health statutes and regulations.

ARTICLE XIX
SECURITY OF MATERIAL, EQUIPMENT AND TOOLS

The inspection of incoming shipments of equipment, apparatus, machinery and construction materials of every kind shall be performed at the discretion of the Contractor by individuals of its choice. All employees shall comply with the security procedures established by the Construction Manager and/or Contractor.

ARTICLE XX
NO DISCRIMINATION

SECTION 1 The Contractor and the Unions agree that they will not discriminate

against any employee or applicant for employment on the basis of race, color, religious creed, age, sex, sexual orientation, marital status, national origin, ancestry, present or past history of physical or mental disability or handicap, veteran's status, or membership or non-membership in a Union in any manner prohibited by law or regulation.

SECTION 2 Any complaints regarding application of the provisions of Section 1 of this Article should be brought to the immediate attention of the Construction Manager and the involved Contractor for consideration and resolution.

SECTION 3 The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

ARTICLE XXI WORKING CONDITIONS

SECTION 1 With the exception of one organized coffee break, there will be no rest periods except when necessary for health and safety reasons. Individual coffee containers will be permitted at the employee's work location. An additional organized coffee break shall be provided in the event that an employee is required to work in excess of ten hours. This additional coffee break shall be scheduled before the tenth hour is completed.

SECTION 2 There shall be no restrictions on the emergency use of any tools or equipment by any qualified employee.

SECTION 3 The Contractor may require pre-employment, pre-assignment and other drug and alcohol testing. All testing shall be in compliance with applicable Connecticut and federal laws and regulations.

ARTICLE XXII SAVING AND SEPARABILITY

OBLIGATION TO MEET GRANT AND FUNDING REQUIREMENTS

SECTION 1 The parties hereto agree that in the event any provisions of the Agreement are finally held or determined to be illegal or void by order of any court of competent jurisdiction as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect. Further, the parties hereto agree that if and when any and all provisions of this Agreement are finally held or determined to be illegal or void by the Court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of the applicable law and the intent of the parties hereto.

SECTION 2 This Article shall not be construed to waive the prohibitions of Article VIII hereof, and, if the parties are unable to resolve their differences, the matter shall be referred to _____ for resolution, as provided for in said Article VIII.

SECTION 3 Notwithstanding anything in this Agreement to the contrary, the Contractor and Construction Manager shall be obligated to meet the requirements of Connecticut General Statutes Section 4a-60g(b)(3) in order to set aside at least twenty-five per cent of the total value of the state's financial assistance for the job for award to subcontractors who are small contractors, and, of that portion to be set aside, reserve a portion equivalent to twenty-five per cent of the total value of the contract or portion thereof for awards to subcontractors who are minority business enterprises. In meeting said requirements, the Contractor and/or the Construction Manager shall take into consideration the targets of Article III, Section 3, of this Agreement. Where the Town of Windham determines it will be needed to meet the grant eligibility requirements, may require the Contractor and/or the Construction Manager to be relieved of the obligations of this Agreement to the extent required to satisfy the grant and legal requirements. Further, in order to satisfy such grant requirements as are, or may become applicable, the Town may require the parties hereto to meet those requirements by modification to this Agreement.

ARTICLE XXIII
DURATION OF THE AGREEMENT

SECTION 1 Except as provided for in Section 2 of this Article, this Project Labor Agreement shall be effective on the date executed by the parties and shall continue in effect for the duration of the Project site preparation, construction and renovations described in Article II hereof, as set forth herein. Site preparation, renovations and/or construction of any phase, portion, section or segment of the Project shall be deemed complete when such phase, portion, section or segment has been turned over to the Owner and has received the final acceptance from the appropriate Owner representative.

Except as provided in Articles XII, hereof, this Project Agreement shall continue in full force and effect until either the Contractor and/or Union parties to the Collective Bargaining Agreements which are attached as Schedules A's, notify the Construction Manager and any affected Contractor of the mutually agreed upon changes in those provisions of such Agreement which are applicable to the Project and their effective date(s), which shall become the effective date(s) under this Agreement.

The parties agree that any changes negotiated into said collective bargaining agreements attached as Schedule A will not apply to work on this Project if such provisions are less favorable to the Contractor than those applicable as of the date of this Agreement; nor shall any provision be recognized or applied on this Project if it may be construed to apply exclusively or predominantly to work covered by this Project Agreement. Any disagreement between the parties over the changes into Schedule A of such provisions agreed upon in the negotiation of the Local Collective Bargaining Agreement which serves as the basis for the Schedule A shall be referred to _____ who shall act as arbitrator.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the _____ day of _____, 2019

[SIGNATURE PAGES]

DRAFT

WINDHAM HIGH SCHOOL RENOVATION PROJECT

PROJECT LABOR AGREEMENT

CONTRACTOR'S ACCEPTANCE OF AGREEMENT

The undersigned Contractor who has been awarded work at the Windham High School, acknowledges that it has received and hereby accepts and agrees to be bound by the Project Labor Agreement for the Windham High School Renovation Project between (CM), in its capacity as Construction Manager, and the Trades.

NAME OF EMPLOYER _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

Name and Title of Authorized Representative

Signature of Authorized Representative

Date

Telephone number

Fax Number E-Mail