

# HEAVY & HIGHWAY CONSTRUCTION PROJECT AGREEMENT



NATIONAL  
HEAVY



HIGHWAY COALITION

Dedicated To Labor Management  
Cooperation Since 1954

## Mission Statement

*The National Heavy & Highway Coalition is a partnership that is customer (i.e., contractor) driven, market driven and focused on beating the competition. Its time-tested formula is simple: To assist its customers to be successful in the competitive bidding process by providing a standardized, no frills, no bells and whistles, bare-boned Project Agreement, and then supplying those customers with the best trained, best skilled, safest and most highly productive workforce in the world.*

*The National Coalition has a proven track record as a "Win - Win" partnership. A partnership built on competing through cooperation. It fully understands that the General Contractor needs to operate its projects in an efficient and profitable manner. The National Coalition provides skilled, highly trained craftsmen to construct the job. The Contractor runs the job, not the other way around.*

*The Coalition was originally formed in 1954 to assist contractors in becoming more competitive against open-shop competition when bidding on projects in the heavy and highway industry. And, it has always believed that the best way to make General Contractors more competitive in today's ever-changing marketplace is to provide standardized work rules for the crafts to work under. It still adheres to that philosophy today.*

*The National Heavy & Highway Coalition is firmly committed to working as a partner with all Contractors. After all, it is the Contractor who hires and pays its members. The Coalition fully realizes that success in its industry is achieved by cooperating together, not by acting alone.*

*That is why it will always abide by its credo "The Heavy and Highway Construction Project Agreement is a partnership between Labor and Management, not a truce."*

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**NATIONAL HEAVY HIGHWAY COALITION  
HEAVY & HIGHWAY CONSTRUCTION PROJECT  
AGREEMENT**

Those individual Companies or their separate divisions who become signatory to this Agreement shall be referred to as the "Employer." The participating International Unions that become signatory to this Agreement for and on behalf of their affiliated local unions shall be referred to individually as the "Union." The *National Heavy & Highway Coalition* represents the International Unions signatory to this agreement individually.

This Agreement shall be effective only on those projects where the Union and the Employer agree to apply it in accordance with the *National Heavy & Highway Coalition* application procedure.

**ARTICLE 1**  
**Application Procedures**

**Section 1.1—Scope**

Upon request by the Employer and approval by the Union, this Agreement shall be applied on heavy and highway projects.

**Section 1.2—Administrative Procedures**

A. Application of this Agreement shall be on a project-by-project basis and shall be requested by each Employer for each project. Requests to apply this Agreement must be made to the National Heavy & Highway Coalition via FAX or by letter stating the following information:

- Date of request;
- Name and location of project (city, county, state);
- Non-union plan holders;
- Source of project funding (i.e. federal, state, local);
- Prevailing wage decision number in specifications;
- List of direct hire crafts;
- Bid date;
- Description of the work to be subcontracted; and
- Project identification number specified in the bid documents.

B. Upon approval this Agreement will be made available to all appropriate contractors who request it in accordance with (A) above.

C. This Agreement shall supersede all other agreements between the parties or between the Employers and any local of the Union for any work covered herein. This is a stand-alone Agreement to be applied on a project-by-project basis.

D. Wherever the male gender is used in this Agreement, it shall be deemed to also apply to the female gender.

## **ARTICLE 2**

### **Labor/Management Cooperation**

#### **Section 2.1—Labor-Management Relations**

A. Authorized representatives of the Union shall have access to the projects provided they do not interfere with the work of the employees, and further provided that such representatives comply with the visitor and security rules established for the particular project.

B. Stewards-The Union may, at its option, appoint a working steward for each shift who will be paid at the journeyman wage rate for the job classification in which employed and will be allowed reasonable time to fulfill his responsibilities for the benefit of the parties to this Agreement. Stewards shall be the last employee of each craft's workforce to be laid off provided they can perform the work required by the Employer. Prior notification of any layoff or termination shall be given to the Union.

## **Section 2.2— Construction Industry Labor-Management Trust Fund**

All Employers signatory to this Agreement do hereby agree to submit to the Construction Industry Labor-Management Trust and pay to that Trust the amount of \$375 (three hundred seventy-five) for every \$1 (one) million of the project's award amount, with a contribution cap of \$50,000 per project. If a project is postponed and/or cancelled after work has begun and the CILM contribution has already been made, the Parties agree to discuss said contribution and mutually agree upon a percentage amount to be refunded.

Contributions to the Trust are payable within ninety (90) days once the Notice To Proceed is received, and shall be made payable to the Construction Industry Labor-Management Trust and forwarded to 905 16th Street, N.W., 4th floor, Washington, D.C., 20006. Any Employer that does not pay the Contribution when due shall be obligated to pay all unpaid Contributions, including reasonable fees and all costs (including but not limited to attorneys' and accountants' fees) incurred to determine, discover and collect delinquent Contributions."

## **Section 2.3—Labor-Management Interpretations Committee**

The National Heavy & Highway Coalition and the National Infrastructure Contractors Association shall appoint an equal number of representatives of Labor and Management to serve on the Labor-Management Interpretations Committee. Its decisions shall be by majority vote. Its interpretations shall have precedent value. This Committee shall have the authority to establish its own rules and procedures. It shall be the governing authority to interpret this Agreement. It shall have oversight authority to review the decisions of the Standing Arbitrator or his alternate in order to clarify such for the future guidance of the industry but not

to overrule a particular decision of an arbitrator. The Interpretations Committee may respond to specific requests for interpretations from interested parties in the industry. The Interpretations Committee shall have the authority to appoint and remove the Standing Arbitrator and his alternates.

### **ARTICLE 3 Project Conditions**

#### **Section 3.1—Project Addendum**

Addenda to this agreement which are required to place the Employer in a more competitive position may be established by agreement between the signatory Union and the contractor. Such addendum shall be reduced to writing and shall be attached hereto and made part of the Agreement for that particular project.

#### **Section 3.2—Project Rules**

- A. Employment begins and ends at each project site.
  
- B. Employees shall be at their place of work at the designated starting time and shall remain at their place during working hours until the designated quitting time. Where the employees' place of work requires Employer-furnished transportation, the employees shall be transported one way on the employees' time and the other way on the Employer's time. On projects where there is a significant amount of such transportation time, the Union agrees to negotiate this matter on a pre-bid basis.
  
- C. In accordance with the requirements of the Occupational Safety and Health Act, as amended, it shall be the exclusive responsibility of the Employer to ensure the safety and health of its employees, and employee compliance with any safety rules contained herein or established by the Employer. Nothing in this Agreement will make the Union liable to any employees or any

other persons in the event that injury or accident occurs.

D. The Employer shall establish such reasonable project safety and work rules as appropriate. These rules will be provided to the Union and posted at the project site and may be amended by the Employer thereafter as necessary. The Union shall be notified of such amendments. Such rules shall be uniformly enforced.

E. Employees are expected to bring their own food and beverages for lunch. There shall be no organized coffee breaks during working hours. Employees may pause at the work place for coffee or cold drinks, provided they take their beverages with them to the work place and do not interfere with the progress of the work.

F. The Employer and the Union agree that chronic and/or unexcused absenteeism is undesirable and must be controlled. Employees that develop such a record of absenteeism may be terminated and shall not be eligible for rehire on that project.

G. Security procedures for the control of tools, equipment and materials shall be the responsibility of the Employer. The Employer may designate and operate centrally controlled tool rooms, warehouses, and storage areas. All employees will comply with the security procedures established by the Employer.

H. Seniority shall not be recognized or applied to employees working on this project.

### **Section 3.3—Workers Compensation Cooperation**

A. In an effort to enhance the competitive position of the Signatory Employers and to provide greater work opportunities for the members of the Signatory Union, it is hereby agreed that the parties may negotiate and implement alternative dispute resolution (ADR) procedures to resolve workers' compensation claims disputes when and where permissible and/or legal.

B. Such alternative dispute resolution procedures shall be final and binding on the parties and shall be made a part of this Agreement to the extent permitted by law.

### **Section 3.4—Safety, Quality and Productivity**

The Employer and the Union recognize the need to continually explore ways and means to improve safety, quality, and productivity which will enhance the competitive position of signatory contractors and thereby increase job opportunities for members of the Union. To this end, signatory contractors and local unions are encouraged to establish Quality, Safety and Project Productivity Committees, which are empowered to suggest methods and ways to continuously improve safety and quality for all customers (external and internal).

### **Section 3.5—Work Stoppages and Lockouts**

A. During the term of this Agreement and except as specifically provided herein, there shall be no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the Union or by any employee, and there shall be no lockout by the Employer.

B. The Union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at any Employer's project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Section. Any employee who participates in or encourages any activities which interfere with the normal operation of the project shall be subject to disciplinary action, including discharge. The Union shall not be liable for acts of employees for which it has no responsibility.

C. If the Union is unable to provide qualified replacements for those employees who are in violation of this Section by the beginning of the next shift, the Employer is free to hire from any source.

D. The International Union will immediately instruct, order and use its best efforts to cause the Local Union or Unions to cease any violations of this Section. An International Union complying with this obligation shall not be liable for unauthorized acts of its Local Union.

E. The Employer or the Union shall have the right to seek relief directly from the courts or other appropriate forum in the event there is a violation of this Section.

### **Section 3.6—Equal Employment Opportunity**

It is agreed that affirmative action shall be taken to afford equal employment opportunity to all qualified persons without regard to race, religion, creed, color, age, sex, or national origin, physical or mental disability, marital status, disabled veterans, or any other reasons prohibited by law. This shall be applicable to all matters relating to hiring, training, promotion, transfer or termination of employees. Furthermore, the parties agree to cooperate to the fullest extent with the intent and purpose of the applicable regulation of the Civil Rights Act of 1964 and 1991 and Executive Order No. 11246 as amended by Executive order No. 11375 and any applicable State or local government requirements and owner contract requirements.

### **Section 3.7—Substance Abuse Programs**

- A. The parties to this Agreement do hereby recognize the need to provide a drug-free and alcohol-free workplace.
- B. In order to produce as safe a workplace as possible, it is understood and agreed that the parties abide by the rules and provisions of a mutually agreed upon substance abuse program which may include the following types of testing: pre-employment, reasonable suspicion, post incident, and random where allowed by law. The parties to this Agreement agree to comply with a substance abuse program mandated by the owner of the project.
- C. Any disputes under this Article shall be subject to the grievance procedure.

### **Section 3.8—Intent of the Parties**

A. It is intended that this Agreement shall not violate any applicable Federal or state law, but if any condition is held to violate any law, that portion of the Agreement shall be considered null and void, but the remainder of the Agreement shall continue in full force and effect.

B. The parties agree that the total results of their understanding are embodied in this Agreement, including addenda, and no party is required to render any performance or recognize any practice not set forth herein.

C. It is intended that the provisions of local or other national agreements shall not apply to projects performed under this Agreement except for the establishment of wage and fringe benefit contribution obligations as provided in Article 4 - Section 4.1.

D. The signatory Union agrees that it will not support in any manner any Union which refuses or fails to become signatory to this Agreement, nor will they request an Employer to use an unsigned Union on any project.

### **Section 3.9—Subcontracting**

A. Any Employer bidding as a general contractor shall notify any potential subcontractor of the existence of the terms and conditions of this Agreement.

B. In the event the Employer subcontracts out any work covered by this Agreement, such subcontractors shall either become signatory to this Agreement or be signatory to the appropriate local collective bargaining agreement(s) with each craft employed by the subcontractor(s).

C. It is understood that there may be instances when suitable, competitive union subcontractors may not be available for certain small subcontracts. In such instances, the Employer will notify the Union in a timely manner prior to the bid or the award of the subcontract, and the Union will endeavor to locate suitable, competitive union subcontractors to bid for the work. If the Employer and the Union are unable to locate such suitable, competitive subcontractors, it is understood and agreed that the Employer will be relieved of (B) above for such small subcontracts.

D. After proper notification, if no union subcontractor submits a bid, the Employer is relieved of paragraph (B) above.

**ARTICLE 4**  
**Wage Rates and Fringe Benefits**

**Section 4.1—Wage Rates and Fringe Benefits**

A. The Classification of employment and minimum wage and fringe benefits shall be in accordance with the project wage addendum attached hereto and made a part of this Agreement and for the period indicated therein. Wage rates become effective the first full payroll period following the effective date. Wages shall be paid weekly on an established pay day before quitting time. Employees being discharged shall be paid at the time of dismissal. Employees who quit shall be paid on the next regular pay day by mail to their last known address unless such employees give adequate notice to do otherwise.

B. The work week for payroll purposes will begin with the first or day shift on Monday morning and end on the following Monday morning (the work week for any particular project may be modified by mutual consent). Employees shall be paid on Friday before quitting time for all work performed during the preceding work week. Any employee desiring to leave the job before the end of the work day on Friday without prior approval will wait until the next work day to be paid. In the event of nonpayment of wages, the Union may take any appropriate action it deems necessary and the Union will not be considered in violation of Article 3 Section 3.5 should a work stoppage occur.

C. The Employer will be furnished appropriate trust documents by the Union covering funds into which contributions shall be made. The Employer will contribute to, and hereby becomes party to and is bound by bona fide pension, vacation, health and welfare, apprenticeship and training funds covering employees under this Agreement. Industry Advancement or Promotion Funds called for in local labor agreements may be paid at the discretion of the Employer.

D. If payment for contributions as defined above are not received by the fund offices by the date prescribed by the appropriate trust funds for hours worked the previous month, the Health and Welfare Fund office or Pension Fund office will notify the Employer of such delinquency. If after five (5) working days from such notice, all delinquencies have not been paid in full, it is agreed that the Union may take any appropriate action it deems necessary in order to collect such delinquent contributions, and the Union will not be considered in violation of Article 3 Section 3.5 of this Agreement should a work stoppage occur. The provisions of this section shall not be applicable to any disputes covered by Article 6 Section 6.2 (Jurisdictional Disputes) or Article 6 Section 6.1 (Grievance Procedure) of this Agreement. In the event that a suit is instituted either by the Union or Trustees of said funds, the delinquent Employer shall be obligated to pay all costs of collection, including reasonable attorney's fees and court costs, in addition to any penalties, late payment charges, or liquidated damages provided for in the applicable trust agreement.

## **Section 4.2—Hours of Work, Overtime and Shifts**

A. Hours of Work - The standard work day shall consist of eight (8) hours of work scheduled between 6 a.m. and 6 p.m. with one-half hour designated as an unpaid period for lunch. The starting time may be different (staggered) on a crew basis. The standard work week shall be five (5) days of work, Monday through Friday. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week.

B. Overtime - All hours worked in excess of eight (8) hours per day, forty (40) hours per week, or outside of regular shift, Monday through Friday and Saturday shall be paid at the rate of time and one-half the regular hourly rate, except as provided elsewhere in this Agreement. All work performed on Sundays and holidays shall be paid at the rate of two (2) times the regular hourly rate, except as provided elsewhere in this Agreement. There shall be no pyramiding of overtime pay. On operations such as dewatering, curing and protection of concrete, all overtime pay shall be time-and-one-half with no special premium for Sundays or holidays. The employer may establish crews covering twenty-four (24) hours per day seven (7) days per week on such operations with no overtime pay until after forty (40) hours per week.

C. Shifts - Shifts may be established for some or all crews when considered necessary by the Employer. When three (3) shifts are worked, the first, or day shift shall be established on an eight (8) hour basis, the second shift shall be established on a seven and one-half (7 1/2) hour basis and the third shift shall be established on a seven (7) hour basis. The pay for the second and third shifts shall be the equivalent of eight (8) hours pay at the employee's regular hourly rate. When shift work is established, it must continue for a minimum of three (3) consecutive days. If only two shifts are to be worked, each shift will work eight (8) hours for eight (8) hours pay. There shall be no split shifts. Shifts may be staggered on a crew basis. Other shift provisions may be established on a pre-bid basis by mutual consent of the parties.

D. Four-Tens - The Employer may, at its option, schedule the work for four (4) ten (10) hour days, with Friday as a make-up day for inclement weather only. On this schedule, all hours worked in excess of ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time-and-one-half the regular hourly rate. Prior to implementation, the Employer must notify the Union within forty-eight (48) hours.

E. Meal Period - A regular lunch period of not less than one-half (1/2) hour or more than one (1) hour shall be established within one (1) hour of mid-shift but in no event longer than five (5) hours from the beginning of the shift. If an employee is required to work more than five (5) hours from the beginning of the shift without a lunch period, he/she shall be paid one-half (1/2) hour at the applicable overtime rate and in addition be given adequate time to eat his/her lunch. If the employee is not given adequate time to eat, he/she shall then receive an additional one-half (1/2) hour at the applicable overtime rate.

If the employee is not given sufficient time to eat his/her lunch during his/her regular shift, an additional one-half (1/2) hour shall be paid if required to work longer than ten (10) hours. Employees who have been given sufficient time to eat during the regular shift may be allowed to work a total of twelve (12) hours in that shift without a second lunch period. If the employee works over a total of twelve (12) hours, he/she shall be paid one-half (1/2) hour at the applicable overtime rate.

The employee's meal periods may be staggered on an individual basis. The terms adequate and sufficient shall mean "eating on the fly" and does not constitute a specific period of time due to differing job conditions and requirements.

#### **Section 4.3—Reporting Pay**

Any employee who reports for work and for whom no work is provided shall receive two (2) hours pay provided the employee remains available for work. Any employee who reports for work and for whom work is provided shall be paid for actual time worked but not less than four (4) hours provided the employee remains available for work. If the job is shut down because of weather, employees shall be paid for actual time worked but not less than two (2) hours. Procedures for prior notification of work cancellation shall be determined at the pre-job conference.

#### **Section 4.4—Make-Up Day**

A. In the event the contractor is unable to work forty (40) hours in any work week due to inclement weather, Saturday may be used as a make-up day.

B. All make-up hours worked on Saturday (up to 40 hours) shall be paid at the straight time rate of pay. When a make-up day is implemented it must be scheduled for a minimum of eight (8) hours. The make-up day may not be utilized on an individual employee basis or to make up holidays. Make-up days may be implemented on a pre-established crew-by-crew basis.

C. Employees failing to report to work on a scheduled make-up day may be subject to discharge in accordance with Article 3, Section 3.2-F of this Agreement.

#### **Section 4.5—Union Security**

In states where applicable, all employees who are members of the Union on the effective date of this Agreement shall, as a condition of employment, maintain their membership in the Union. All employees who are not members of the Union, and all employees who are hired thereafter, shall become and remain members of the Union as a condition of employment not later than the eighth (8th) day following the beginning of their employment, or the effective date of this Agreement, whichever is the later. Failure of any employee to comply with the provisions of this section shall, upon the written request of the Union, result in the termination of such employee. The Employer shall not be required to terminate any employee for non-membership in the Union, (a) if it has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members, or (b) if it has reasonable grounds for believing that membership was denied or terminated for reasons other than failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership. Neither the Union nor the employee shall hold the Employer liable for complying with the Union's request in this matter.

#### **Section 4.6—Check-Off**

The Employer shall honor Union dues and initiation fees check-off pursuant to receipt of properly authorized dues deduction cards signed by its employees, along with other lawful authorizations from employees providing for deductions from wages.

#### **Section 4.7—Apprentices**

A. Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, the Employer will employ registered apprentices in the Union.

B. The combined employment of apprentices shall not exceed thirty-three and one-third percent (33 1/3%) of the individual Union work force except by mutual agreement at a pre-bid meeting.

C. When the Union is unable to supply thirty-three and one-third percent (33 1/3%) apprentices, the Employer may employ employees at first year apprenticeship rates if and when legally permissible.

#### **Section 4.8—Holidays**

A. Recognized holidays shall be as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, day after Thanksgiving and Christmas Day. In the event a holiday falls on Sunday, the following day, Monday, shall be observed as such holiday. Monday holidays shall be honored in keeping with Federal law. There shall be no paid holidays. If employees are required to work on a holiday as observed, they shall receive double the straight time rate of pay, except as provided elsewhere in this Agreement.

B. Holidays in lieu of those shown above may be established by agreement at the pre-job conference for any particular project.

#### **Section 4.9—Travel and Subsistence**

Travel expenses, travel time pay, mileage payments, and subsistence allowance shall not apply to projects covered by this Agreement.

### **ARTICLE 5 Management Rights**

#### **Section 5.1—Management Rights**

A. The Employer retains and shall exercise full and exclusive authority and responsibility for the management of its operations.

B. The Employer will be the judge in determining the competency and qualifications of applicants and employees with the right to hire, reject, or terminate for just cause and will be responsible for determining a fair day's work for employees covered by this Agreement.

C. The Employer shall be the judge as to the number of employees, foremen, general foremen and other supervisors required to perform the work, and the number of employees to be assigned to any crew, operation or piece of equipment. Employees may be shifted from one piece of equipment or operation to another as job conditions require. General foremen and above may operate any equipment or use the tools of the craft when instructed to do so by the Employer for instructional or emergency purposes.

D. The selection of master mechanics, general foremen and foremen shall be entirely the responsibility of the Employer. Master mechanics, general foremen and foremen who have been in the employ of the Employer for one year or more, may be transferred from project-to-project. The transfer of other key personnel shall be determined at the pre-job conference.

#### **Section 5.2—Selection of Employees**

A. The greatest advantage in working with the Union is the ability of the Employer to acquire an immediate and continuous source of skilled applicants. Within the Union there exists the capability to activate a recruiting network throughout the United States to ensure a steady flow of skilled applicants to meet project schedules.

B. The Employer shall request and the Union shall refer applicants for the various journeymen and apprentice classifications covered by this Agreement as required by the Employer on its projects.

C. The Union represents that its local unions administer and control their referrals 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.

D. The Union will exert its utmost effort to recruit sufficient numbers of skilled applicants to fulfill the workforce requirements of the Employers. In the event the referral facilities maintained by the Union does not refer the required number of qualified applicants requested by the Employer within a forty-eight (48) hour period after such request is made (Saturdays, Sundays, and holidays excepted), the Employer may withdraw the request and employ applicants from other sources.

E. In the event the local unions fail to refer a sufficient number of skilled applicants in accordance with Section D and Section F of this Article, the Employer may request assistance from the National Heavy & Highway Coalition, which shall then recruit applicants from other local unions or other sources in an effort to meet the workforce requirements of the Employer.

F. The Union agrees to engage in active recruitment of minority and female applicants and to make every effort to refer to the Employer sufficient numbers of minority and female applicants to assist in meeting required employment goals.

G. When the Employer does not fill master mechanic, general foremen, foremen and key personnel positions in accordance with Article 5, Section 5.1-D and must recruit, it is understood that the Employer will give primary consideration to qualified individuals available in the local area. After giving such consideration, the Employer may select such individuals from other areas.

### **Section 5.3—Portability of Employees**

A. Employers signatory to this Agreement may transfer a percentage of each craft's workforce regardless of the location of the project. Such percentage shall be determined on a pre-bid basis for each craft and reflected in the addendum to the project agreement.

B. The Employer may transfer construction employees represented by the signatory Local Unions from project-to-project.

### **Section 5.4—Composite Crews**

The Employer shall assign work on the basis of traditional work jurisdictional lines. It is, however, recognized that on some jobs effective production will require the use of composite crews. When such circumstances exist, the Employer shall, at a pre-job conference, or prior to implementation, discuss the work involved and the make-up of the crews on the basis of the amount of work involved for each Union. In the performance of such work, all employees will perform the work they are assigned.

## **ARTICLE 6**

### **Dispute Resolution**

#### **Section 6.1—Grievance Procedure**

A. Any dispute alleging a violation of this Agreement (excluding jurisdictional disputes) shall be resolved in accordance with the procedures set forth herein. Jurisdictional disputes shall be resolved in accordance with Section 6.2 of this Article. No grievance shall be recognized unless called to the attention of the Employer by the Union, or to the Union by the Employer within seven (7) calendar days after the alleged violation was committed.

Step 1. The dispute shall be referred to the business representative of the Union involved or his/her designated representative and the Project superintendent and/or the Employer's representative at the construction project.

Step 2. In the event the dispute is not resolved as in Step 1 above, it shall be reduced to writing and referred to the International Representative(s) of the Union(s) involved and the Employer's representative within seven (7) calendar days.

Step 3. (a) In the event the dispute is not resolved in Step 2 above, either party who seeks to arbitrate the dispute shall submit a completed Standard Arbitration Submission Form to the National Heavy & Highway Coalition's Office within ten (10) calendar days from the completion of Step 2. The Coalition's office simultaneously will notify by fax a copy of the completed Standard Arbitration Submission Form to the Standing Arbitrator or his alternate (hereafter referred to as Arbitrator) and the defending party or parties. The Arbitrator shall coordinate with all parties in scheduling a mutually acceptable time and place for the hearing within a reasonable time period.

(b) The Arbitrator will issue his decision within thirty (30) calendar days from the conclusion of the hearing. The decision of the Arbitrator shall be final and binding on the parties. The Arbitrator shall have no authority to change, amend, add to, or detract from any of the provisions of this Agreement. The decision of the Arbitrator shall only apply to the involved project and shall not have precedent value beyond that project. The losing party shall pay the total costs of the arbitration hearing, including the Arbitrator's fees and expenses, to the National Heavy & Highway Coalition. When there is a split decision (a partial denial of the grievance or partial award of damages), the Arbitrator is authorized to allocate the payment of the arbitration costs between the parties at his discretion.

(c) At the Arbitrator's discretion, he may request clarification on any significant issue of contract interpretation from the Labor-Management Interpretation Committee. In such cases, the Labor-Management Interpretation Committee will be limited to providing such interpretation or clarification of the Agreement which will be binding on the Arbitrator. Any decision or remedy remains the sole prerogative of the Arbitrator.

B. The time limits specified in the grievance procedure may be extended by mutual agreement of the parties.

## **Section 6.2—Jurisdictional Disputes**

A. The Employer shall assign work on the basis of traditional craft jurisdictional lines. Jurisdictional assignments shall be made on the basis of agreements of record, established trade agreements and prevailing area practices.

B. All questions, complaints or disputes dealing with craft jurisdiction shall be referred to the business representatives of the Unions involved in the jurisdictional disputes and to the Employer's authorized representative, who shall then meet at a location acceptable to all parties. Jurisdictional disputes which cannot be resolved at the local level shall be referred to the International Unions involved for a determination. Pending such determination, the work will continue as assigned by the Employer. Any determination made pursuant to this provision shall be final and binding on the disputing unions and the involved Employer on this project only. Such a determination shall not establish a precedent on other project sites. In resolving such disputes, it will be recognized that the Employer continues to determine crew sizes.

## **ARTICLE 7**

### **Duration of Agreement**

#### **Section 7.1—Term of Agreement**

This Agreement shall be effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and shall continue in effect until terminated by ninety (90) days written notice from either party to the other. Changes in the agreement may be made at any time by the mutual consent of the parties.

This agreement including its addenda shall remain in full force and effect for the duration of any project where construction work has commenced under the terms of this Agreement.

### **Section 7.2—Parties to the Agreement**

The Parties to this Agreement are the individual International Unions of the National Heavy & Highway Coalition bargaining for and on behalf of their affiliated local unions and the individual contractors of the National Infrastructure Contractors Association.

It is further agreed that the liability of the Employer(s) and the signatory individual Unions and/or the parties that become signatory to the Agreement shall be several and not joint.

**National Heavy & Highway  
Coalition**

**National Infrastructure  
Contractors Association**

### ***ACCEPTANCE OF AGREEMENT***

*This Agreement becomes effective upon the signing of a project addendum to this Agreement between the National Heavy & Highway Coalition and the Employer, and only for the specific project referenced in the Addendum.*

Dulles Corridor Metrorail  
Project Labor Agreement

Final Addendum  
Heavy and Highway Construction Project Agreement  
Construction of Phase 1- Fairfax County, Virginia

1. Application of Agreement: In accordance with Article 1, Application Procedures, the Heavy and Highway Construction Project Agreement (H&HCPA), including this addendum, is hereby applied to cover the Dulles Corridor Rapid Transit Project-Phase 2 only located in Fairfax and Loudoun Virginia. This Agreement and Addendum shall remain in full force and effect for the duration of construction of Phase 2 of this project.
2. Understanding of the Parties: The Heavy and Highway Construction Project Agreement and this addendum represents the complete understanding of all signatories and supersedes any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to this project.
3. Wage Rates & Fringe Benefits: It is agreed and understood that the wage rates and fringe benefit allotment as listed in the Fairfax County Wage Decision at time of bid will be used as the wage rates and fringe rates for the duration of the project. If a particular craft rate is different than the crafts current master collective bargaining agreement the contractor and the union will negotiate a blended rate for the project, which will be used for the entire project. Failure of a craft to negotiate a rate will allow the contractor to secure a workforce from any means necessary.
4. Work Rules: The employer may utilize brassing, time clocks, electronic badging systems Or other systems for effective management of timekeeping process. Employees will be required to clock-in and clock-out at designated locations each day. The employer will provide adequate facilities for clocking in and out in an expeditious manner. Note: The employer may not be able to provide parking for different work locations. The employer will furnish transportation to employees required to park at remote locations in accordance with the Heavy and Highway Construction Project Agreement. The employer shall establish reasonable project safety and work rules and distribute a copy of the work rules to each employee.
5. Drug & Alcohol Abuse Program: The Employer and each employee have a responsibility to exercise reasonable care to perform their duties in a safe and conscientious manner, Therefore, it is understood and agreed that the employer and employees shall abide by the rules and regulations of the employer's Drug and Alcohol screening policy and procedure

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which will include pre-hire, for cause, post accident and random testing. If an employee is requested to take a pre-hire drug and/or alcohol test they will be compensated for two hours pay at the straight time rate of pay if they successfully pass the test and are hired on the project.

6. Service Vendors: The need for the use of outside vendors is anticipated during this project. These vendors may include construction equipment manufacturers and dealers, tire repair services, fuel deliveries, janitorial services, trash hauling, security Services and porta-john services. There may be other situations wherein services of outside vendors are required. It is understood that outside vendors performing services of outside vendors are required. It is understood that outside vendors performing services on site will not be required to become signatory to the Heavy and Highway Construction Project Agreement.
7. Professional Services: It is recognized that professional services such as independent testing laboratories (i.e., soil testing, concrete testing, weld testing), land surveyors and geotechnical services and consultants and other similar services are not covered by the Heavy and Highway Construction Project Agreement.
8. Subcontracting: It is understood by the parties that all subcontractors performing covered work must be pre-qualified through the subcontractor prequalification process for this project. Pre-Qualified subcontractors will consist of signatory contractor's and merit shop contractors. Subcontractor proposals shall be evaluated and contracts awarded to the best qualified bidder. The employer will solicit the signatory Unions assistance in identification of qualified subcontractors during the subcontractor prequalification process including MBE's, WBE'S and DBE'S. The employer may subcontract covered work to any qualified firm regardless of union affiliation. It is further understood that in the event any covered work is awarded to a merit shop contractor the contractor shall not be required to sign this agreement or sign any other agreement as a condition of performing work on this project.
9. Material suppliers and Off Site Fabrication: The furnishing of material, or supplies or equipment and the delivery thereof shall be in no case considered subcontracting. There shall be no limitation or restriction upon the employer's choice of materials techniques, methods, technology or design, or regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished or pre-assembled materials, tools or other labor-saving devices, Employers may, without restriction install or use materials, supplies or equipment regardless of their source.

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10. Hours of Work: In addition to the language re: Hours of Work and shifts contained in the Heavy and Highway Construction Project Agreement the employer shall the option of scheduling Special work weeks and work day hours to minimize interference with traffic flow. The employer shall provide not less than 3 days notice to the local union of the new work week and work day hours. Special work weeks and work day hours must be scheduled for a minimum of three work days. Employees transferring from one shift to another must have a minimum 8 hour break between shifts. The owner has Imposed restrictions on work performed on this project during heavy traffic flow on Friday and Saturday evenings, therefore it will be necessary to schedule the work week to minimize the effect on traffic flow. When two shift operations are worked the 2<sup>nd</sup> shift or night shift shall work Sunday through Thursday at the straight time rate of pay and the 1<sup>st</sup> shift shall work Monday through Friday.
11. Uniform Project Holidays: The project will observe the recognized holidays contained in the Heavy and Highway Construction Project Agreement will comply with the Davis Bacon determinations that require paid holidays for certain craft classifications
12. Key Employees: For the purpose of obtaining maximum management effectiveness the employer shall have the right to assign key employees to the project. The number and type of key employees to be assigned shall be determined by the employer. The employer shall notify the appropriate Local Union and National Heavy and Highway Alliance prior to assigning any key employee to the project.
13. Craft Shortages: In reference to Article 5 and specifically Section 5.2, the Union confirms and agrees that when the Union cannot fulfill its contractual obligation to refer qualified applicants for employment within (48) our “union referral period”, the Employer is free to obtain qualified applicants from any other source, including other trades. If an applicant is employed from another trade, they must be paid the applicable wage and fringe benefit rate, but will not have to transfer membership to another union. Furthermore, after the expiration of the “union referral period”, employees hired direct at the project and not to be dispatched by the Union, shall not be covered by the Agreement (the PLA) or the applicable Schedule A and the union security or dues check off clause(s) shall not apply, except to the extent that relevant federal and state labor and employment laws may be applicable.
14. Grievance Policy: In order to alleviate grievances from proceeding to arbitration the Grievance Procedure shall include step 2 (a) and shall require the Executive Director of the Heavy and Highway Alliance or designee and the employers Manager of Labor Relations to attempt to resolve the grievance within 7 days after completion Step 2.

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15. Start-Up and Commissioning: Start up commences upon the completion of the installation of equipment for the intent that it was designed and supplied. This includes completion of all installation, check out and verification testing. At that point the project systems are turned over to start up and are no longer covered by the labor agreement unless returned to construction by start up. Craft Labor may be needed to support start-up operations. This requirement will be determined by and solely at the discretion of the Start-Up Manager.
16. Zones: The Construction of Phase 1 will occur in Fairfax County however, there may be remote locations outside Fairfax County, such as material storage areas, pre-cast assembly areas and similar type areas that will be considered part of the construction of Phase 1 and therefore subject to Phase 1 Davis Bacon wage considerations.
17. Temporary Power: There shall be no requirement to man temporary power operations. Employer will decide when Temporary Power will be manned.
18. Deliveries: Delivery of bulk material (concrete & aggregates) to the project shall not be considered subcontracting and shall not be subject to the Heavy and Highway Construction Project Agreement.
19. Working Stewards: Each local 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 such duties. Such designated Steward shall be a qualified worker performing the work of their craft and shall not exercise any supervisory functions. The steward shall only take the necessary time to perform their duties to the best interest and safety of the covered employees. The Stewards union duties shall not unduly interfere with the performance of their work assignment. Stewards shall advise their supervisor whenever they leave their work area to perform these duties. There shall be only one such designated Shop Steward per craft for each working shift who shall exercise the Shop Steward's duties for the project.
20. Work Stoppages & Pickets: Any Local Union who violates Section 3.5 (B) of the Agreement and sanctions, aids or abets, encourages or continues any work stoppage, strike, picketing or other disruptive activity at any Employer's project site and does not undertake all reasonable means to prevent or to terminate any such activity will be subject to a maximum penalty of \$100,000 per event.