

**PROJECT LABOR AGREEMENT COVERING CONSTRUCTION WORK PERFORMED ON
BEHALF OF THE GENERAL CONTRACTOR REGARDING CONSTRUCTION OF THE
TOWN OF BRAINTREE'S NEW SOUTH MIDDLE SCHOOL**

This is a Project Labor Agreement ("Agreement") entered into this ___ day of _____, 2021, by and between _____ (hereinafter "General Contractor") and its successors and assigns, for the construction work under Contract with the Town of Braintree for construction of the New South Middle School, and by the Quincy & South Shore Building Trades, AFL-CIO, on behalf of itself and its affiliated Local Union members; and the signatory Local Unions on behalf of themselves and their members.

ARTICLE I-PREAMBLE

WHEREAS, the General Contractor on behalf of itself, desires to provide for the efficient, safe, quality, and timely completion of construction for the Town of Braintree New South Middle School (the "Project"), in a manner designed to afford the lowest reasonable costs and the advancement of public policy objectives;

WHEREAS, this Project Labor Agreement will foster the achievement of these goals, inter alia, by:

1. avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes and promote labor peace for the duration of the Project;
2. standardizing the terms and conditions governing the employment of labor on the Project;
3. permitting wide flexibility in work scheduling and shift hours and times;
4. receiving negotiated adjustments as to work rules and staffing requirements from those which otherwise might obtain;
5. providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;
6. ensuring a reliable source of skilled and experienced labor;
7. furthering public policy objectives as to improved employment opportunities for minorities, women, and the economically disadvantaged in the construction industry;
8. minimizing potential losses of revenues;
9. recognizing the particular challenges faced by the Braintree Public Schools due to the ongoing pandemic, this agreement will expedite the construction process, and otherwise minimize the inconvenience to the Citizens of the Town of Braintree; and

WHEREAS, the parties desire to maximize Project safety conditions for both the workers and the public;

NOW, THEREFORE, the Parties enter into this Agreement;

SECTION 1: PARTIES TO THE AGREEMENT, APPLICABILITY

All notices shall be made to:

For the General Contractor:

For the Quincy & South Shore Building Trades, AFL-CIO:

This Agreement applies to any and all contractors and subcontractors working under and/or pursuant to the Agreement. It also applies to their respective transferees, successors and/or assigns. If a contractor or subcontractor sells or transfers its business or that part of its business working under and/or pursuant to this Agreement, contractor and/or subcontractor shall nevertheless continue to be liable for complete performance of this Agreement until the transferee, successor or assigns execute the Agreement and the applicable Schedule A agreements.

This Agreement also applies to the General Contractor and its respective transferees, successors and/or assigns. If the General Contractor sells or transfers its business or that part of its business working and/or pursuant to this Agreement, the General Contractor shall nevertheless continue to perform the scope of work under the terms of this Agreement until the transferees, successors or assigns actually execute the Agreement.

ARTICLE 2- GENERAL CONDITIONS

SECTION 1: DEFINITIONS

Throughout this Agreement, the Union parties and the signatory Local Unions and the Council are referred to singularly and collectively as "Union(s)." Where specific reference is made to "Local Unions" that phrase is sometimes used; the term "subcontractor(s)" shall include all signatory subcontractors, and their sub-subcontractors of whatever tier, engaged in on-site Project construction work within the scope of this Agreement as defined in Article 3; the Quincy & South Shore Building Trades, AFL-CIO is referred as the "Council," and the work covered by this Agreement (as defined in Article 3) is referred to as the "Project."

SECTION 2: CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

This Agreement shall not become effective unless each of the following conditions is met: (1) The Agreement is signed by the Council, and the Local Unions having jurisdiction over the Project work; (2) the Agreement is signed by the General Contractor; and (3) the Agreement is signed by the Town of Braintree.

SECTION 3: ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on all signatory Unions and the General Contractor and all subcontractors performing on-site Project Work, including site preparation, as defined in Article 3. The General Contractor and the subcontractors shall include in any subcontract that they let, for performance during the term of this Agreement, a requirement that their sub subcontractors, of whatever tier, become

signatory to a Letter of Assent and are bound by this Agreement with respect to subcontracted work performed within the scope of Article 3. This Agreement shall be administered by the General Contractor on behalf of all subcontractors.

SECTION 4: SUPREMACY CLAUSE

This Agreement, together with the local Collective Bargaining Agreements appended hereto as Schedule A, 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, in whole or in part. Where a subject covered by the provisions, explicit or implicit, of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall prevail. It is further understood that the General Contractor and the subcontractors shall not be required to sign any other agreement, as referenced above, as a condition of performing work on this Project. No practice, understanding or agreement between or a subcontractor and a Local Union which is not explicitly set forth in this Agreement shall be binding on this Project unless endorsed in writing by the General Contractor.

SECTION 5: BID SPECIFICATIONS

The bid specifications for all work within the scope of Article 3 shall require that all successful bidders, and their sub-subcontractors of whatever tier, become bound by, and signatory to, this Agreement. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of the General Contractor in determining which subcontractors shall be awarded contracts for Project Work. It is further understood that the General Contractor has sole discretion at any time to terminate, delay or suspend the work, in whole or in part, on this Project

SECTION 6: AVAILABILITY & APPLICABILITY TO ALL SUCCESSFUL BIDDERS

The Unions agree that this Agreement will be made available to, and will fully apply to any successful bidder for Project Work who becomes signatory thereto, without regard to whether that successful bidder performs work at other sites on either a union or non-union basis and without regard to whether employees of such successful bidder are, or are not members of any union. This Agreement shall not apply to the work of or any subcontractor which is performed at any location other than the Project site, as defined in Article 3, Section 1.

ARTICLE 3 - SCOPE OF THIS AGREEMENT

The Project Work covered by this Agreement shall be as defined and limited by the following sections of this Article.

SECTION 1: THE PROJECT WORK

This Agreement shall only apply to on-site construction work performed at the Project site under Contract with the Town of Braintree for the construction of the new South Middle School including any amendments or modifications thereto (the "Contract" or "Contract Documents"). "On site" construction work in connection with the above shall mean Project Work, including site preparation, as provided in the applicable local Collective Bargaining Agreement.

SECTION 2: TIME LIMITATIONS

This Agreement shall be further limited to Project Work performed under the Contract and will expire either upon termination of the Project Work or upon Final Completion, as defined in the Contract Documents, whichever is earlier.

SECTION 3: EXCLUDED EMPLOYEES

The following persons (including drivers) are not subject to the provisions of this Agreement, even though performing work on the Project:

1. Superintendents, supervisors (excluding general superintendents and forepersons specifically covered by a craft's Schedule A), engineers, inspectors and testers, quality control/assurance personnel; timekeepers, mail carriers, clerks, office workers, messengers, guards, technicians, non-manual employees, and all professional, architectural, engineering, administrative and management persons;
2. Employees of the Town of Braintree or of any State agency, authority or entity or employees of any municipality or other public employer,
3. Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of project components, materials, equipment or machinery or involved in deliveries to and from the Project site;
4. Employees engaged in on-site equipment warranty work of a specialized nature for the manufacturer of the equipment;
5. Employees engaged in laboratory or specialty testing or inspections;
6. Employees of companies engaged in ancillary Project Work performed by third parties such as electric utilities, gas utilities, telephone operating companies, and railroads;
7. Employees involved in the pick-up and removal of trash from the Project site, delivery and pick-up of temporary toilet facilities, the delivery or pick-up of any dirt or fill hauled off the Project site;
8. Employees engaged in off-site maintenance of leased equipment;
9. Employees engaged in off-site warranty functions and warranty work; and
10. Exploratory geo-physical testing and boring on the Project site, except where expressly covered by a current Collective Bargaining Agreement which forms the basis for Schedule A.

SECTION 4: NON-APPLICATION TO CERTAIN ENTITIES

This Agreement shall not apply to the parents, affiliates, subsidiaries, or other joint or sole ventures of the General Contractor or a subcontractor which do not perform work at this Project. It is agreed, for the purposes of this Agreement only, that this Agreement does not have the effect of creating any joint employment, single employer or alter ego status among and/or any subcontractor. The Agreement shall further not, apply to the Town of Braintree or any state agency, authority, or other municipal or public entity and nothing contained herein shall be construed to prohibit or restrict the Town of Braintree or its employees or any other state authority, agency or entity and its employees from performing on or off-site work related to the Project. As the subcontracts which comprise the Project Work are completed and accepted by the Town of Braintree, the Agreement shall not have further force or effect on such items or areas except where inspections, additions, repairs, modifications, check-out and/or warranty work are assigned in writing (copy to Local Union involved) by the General Contractor for performance under the terms of this Agreement.

ARTICLE 4 – UNION RECOGNITION AND EMPLOYMENT

SECTION 1: PRE-HIRE RECOGNITION

The General Contractor and subcontractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees who are performing on-site Project work within the scope of this Agreement as defined in Article 3. The parties stipulate that this Agreement and all Collective Bargaining Agreements governed herein are “pre-hire” agreements as defined by Section 8(f) of the National Labor Relations Act.

SECTION 2: UNION REFERRAL

The General Contractor recognizes the Union as the sole and exclusive bargaining representative of all craft employees working within the scope of this Agreement. The General Contractor shall give the Union first preference to refer qualified employees subject to the provisions of the "Union's Job Referral System" and/or hiring halls currently in the Collective Bargaining Agreement of any of the Local Unions identified in Schedule A of this Agreement. However, once notified, if a Local Union is unable to fill any requisition for employees within a forty-eight (48) hour period after such requisition is made by the General Contractor or subcontractors (Saturdays, Sundays and Holidays excepted unless the request is for work on any of those days) the General Contractor or subcontractors may employ applicants from any other source.

Notwithstanding the above provision, the General Contractor and subcontractors shall have the sole right to determine the competency of all referrals; the number of employees required; the selection of employees to be laid off (except as provided in Article 5, Section 3); and the sole right to reject any applicant referred by a Local Union, subject to the show-up payments required in the applicable Schedule A.

SECTION 3: NON DISCRIMINATION IN REFERRALS

The Local Unions represent that their hiring halls and referral systems will be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations which require equal employment opportunities. Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as are established in

this Article. No employment applicant shall be discriminated against by any referral system or hiring hall because of the applicant's union membership, or lack thereof.

SECTION 4: MINORITY AND FEMALE REFERRALS

Each Local Union must refer qualified minority or female applicants in percentages equaling the Workforce Participation Goals set forth in G.L. c. 149 §44A(2)(G).

SECTION 5: CROSS AND QUALIFIED REFERRALS

The Local Union shall not knowingly refer to the General Contractor or a subcontractor an employee then employed by another subcontractor working under this Agreement. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled and qualified craft employees to fulfill the requirements of the General Contractor and each subcontractor.

SECTION 6: UNION DUES

All employees covered by this Agreement shall be subject to the union security provisions contained in the applicable Schedule A local agreements, as amended from time to time, but only for the period of time during which they are performing on-site Project work and only to the extent of rendering payment of the applicable monthly union dues uniformly required for union membership in the Local Union, signatory to this Agreement, which represents the craft in which the employees is performing Project work. No employee shall be discriminated against at the Project site because of the employees union membership or lack thereof. In the case of unaffiliated employees, the dues payment will be received by the Unions as an agency shop fee.

SECTION 7: CRAFT FOREPERSONS AND GENERAL FOREPERSONS

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the General Contractor and each subcontractor except where otherwise provided by specific provisions of an applicable Schedule A. All forepersons shall take orders exclusively from the General Contractor or the designated subcontractor representatives. Craft forepersons shall be designated as working forepersons at the request of or the subcontractor, except when an existing local Collective Bargaining Agreement prohibits a foreperson from working when the craftpersons he is leading exceed a specified number. The General Contractor and subcontractor shall give primary consideration to qualified individuals within the jurisdiction of the Local Unions identified in Schedule A. After such consideration, the General Contractor may select individuals from other geographic jurisdictions if mutually agreed upon.

ARTICLE 5- UNION REPRESENTATION

SECTION 1: LOCAL UNION REPRESENTATIVE

Each Local Union representing on-site Project employees shall be entitled to designate in writing (copy to the General Contractor and the subcontractor involved) a representative, and/or the Business Manager, who shall be afforded access to the Project, provided they do not impede the work of employees and that they fully comply with the posted visitor, security and safety rules.

SECTION 2: STEWARDS

A. Each Local Union shall have the right to designate a working journey person as a steward ("Steward") and an alternate, and shall notify the subcontractor and of the identity of the designated Steward (and alternate) prior to the assumption of such duties. Stewards shall not exercise supervisory functions and will receive the regular rate of pay for their craft classifications. There will be no non-working Stewards on the Project as per Schedule A.

B. In addition to their work as an employee, the Steward shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the General Contractor or the subcontractors appropriate supervisor. Each Steward shall be concerned with the employees of the Steward's subcontractor, and, if applicable, sub-subcontractors of that subcontractor, but not with the employees of or any other subcontractor and the subcontractors will not discriminate against the Steward in the proper performance of Union duties.

C. The Stewards shall not have the right to determine when overtime shall be worked, or who shall work overtime except pursuant to a Schedule A provision providing procedures for the equitable distribution of overtime.

SECTION 3: LAYOFF OF A STEWARD

The General Contractor and/or the subcontractor agree to notify the appropriate Union 48 hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. If a Steward is protected against lay off by Schedule A, such provisions shall be recognized to the extent the Steward possesses the necessary qualifications to perform the work required. In any case in which a Steward is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the General Contractor or the subcontractor.

ARTICLE 6- MANAGEMENT'S RIGHTS

SECTION 1: RESERVATION OF RIGHTS

Except as expressly limited by a specific provision of this Agreement, the General Contractor and each subcontractor retain full and exclusive authority for the management of their Project operations including, but not limited to: the right to direct the work force, including determination as to the number to be hired and the qualifications therefore; the promotion, transfer, layoff of its employees; the discipline or discharge for just cause of its employees; the selection of foremen; the assignment and schedule of work; the promulgation of reasonable Project work rates; and, the requirement, timing and number of employees to be utilized for overtime work. No rules, customs or practices which limit or restrict productivity or efficiency of the individual, as determined by the General Contractor or any subcontractor and/or joint working efforts with other employees shall be permitted or observed, except as they are specifically established in this Agreement or in the Collective Bargaining Agreements of the Local who is identified in Schedule A.

SECTION 2: MATERIALS, METHODS & EQUIPMENT

There shall be no limitation or restriction, unless specified in the Contract Documents, upon the General Contractor or any subcontractor'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. The

General Contractor and any subcontractor may, without restriction, install or use materials, supplies or equipment regardless of their source. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work; provided; however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-off or testing of specialized or unusual equipment or facilities as designated by the General Contractor or the subcontractor. There shall be no restrictions as to work which is performed off-site per the Project as per Schedule A

ARTICLE 7 - WORK STOPPAGES AND LOCKOUTS

SECTION 1: NO STRIKES- NO LOCKOUTS

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, demonstrations or other disruptive activity at the Project for any reason by any Union or employee against the General Contractor or any subcontractor or employer while performing work at the Project for any reason including disputes relating to the negotiations or renegotiation of any Local Collective Bargaining Agreements or the Unions participating in this Agreement and identified in Schedule A. There shall be no other Union, or concerted or employee activity which disrupts or interferes with the operation of the General Contractor any subcontractor or the Town of Braintree. Failure of any Union or employee to cross any picket line established by any union, signatory or non-signatory to this Agreement, or the picket or demonstration line of any other organization, at or in proximity to the Project site is a violation of this Article. There shall be no lockout at the Project by the General Contractor or any signatory subcontractor. The General Contractor subcontractors and Unions shall take all steps necessary to ensure compliance with this Section 1 and to ensure uninterrupted construction for the duration of this Agreement.

Disputes between the signatory unions and any tenant, concessionaire, renter or other person or business carrying out its/their normal functions within the boundaries of the Project shall be so handled as not to interfere with the operation of the Project, or the work being performed under this Agreement, or the business of any tenant lessees, concessionaire, or business not a party to such disputes. No picketing or other concerted or disruptive activity against anyone or more of the tenants, lessccs, concessionaires, persons or business operating within the bounds of the Project shall be conducted at the Project, or near or around the entrance(s) or exit(s) of the Project which adversely affects or disrupts the work being performed under this Agreement, nor shall such activity by any organization not a party to this Agreement which disrupts the work being performed under this Agreement, be recognized or observed by the parties to this Agreement, their members, and any employees whom they represent.

SECTION 2: DISCHARGE FOR VIOLATION

Any employee violating Section 1 above shall be notified by the employer that his/her actions are in violation of the terms of his/her employment per this Agreement and that failure to return to work at the commencement of the next standard work day will result in disciplinary action, which could include dismissal, being taken against him/her. The notice shall be sent to the employee's last known address. A copy of the notice shall be sent to the Local Union representing the individual and the Union shall advise the individual to return to work.

The General Contractor or a subcontractor may discharge any employee violating Section 1, above, and any such employee will not be eligible thereafter for referral under this Agreement for a period of 100 days.

SECTION 3: NOTIFICATION

If the General Contractor or a subcontractor contends that any Union has violated this Article, it will notify the Council advising of such fact, with copies of the notification to the Local Union. The Council shall instruct order and otherwise use its best efforts to cause the employees, and/or the Local Unions to immediately cease and desist from any violation of this Article. The Council, complying with these obligations shall not be liable for the unauthorized acts of a Local Union or its members.

SECTION 4: EXPEDITED ARBITRATION

The General Contractor and the Council designate _____ or _____ as arbitrators under this Agreement (hereinafter "Arbitrator" means- one or the other or both). The General Contractor or any subcontractor or Union alleging a violation of Section 1 of this Article may utilize the expedited procedure set forth below (in lieu of, or in addition to, any actions at law or equity) that may be brought.

1. A party invoking this procedure shall notify the Arbitrator (selection under this procedure shall alternate) under this expedited arbitration procedure. Copies of such notification will be simultaneously sent to the alleged violator and, if a Local Union is alleged to be in violation, its International Union, the Council, the subcontractor involved and the General Contractor.

2. The Arbitrator shall thereupon, after notice as to time and place to the subcontractor involved, the Local Union involved, the Council, and the General Contractor, hold a hearing within 48 hours of receipt of the notice invoking the procedure if it is contended that the violation still exists. The hearing will not, however, be scheduled for less than 24 hours after the notice to the Council required by Section 3, above.

3. All notices pursuant to this Article may be by telephone, electronic mail, hand delivery, or fax, confirmed by overnight delivery, to the arbitrator, the General Contractor, the subcontractor involved and the Union involved.

The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed 8 hours duration (no more than 4 hours being allowed to either side to present their case, and conduct their cross examination) unless otherwise agreed. A failure of any Union or subcontractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.

4. The sole issue at the hearing shall be whether a violation of Section 1, above, occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Award restraining such violation and serve copies on the General Contractor, the subcontractor involved and the Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation or to award damages, which issue is reserved solely for court proceedings, if any. The Award shall be issued in writing within 3 hours after the close of the hearing, and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.

5. An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the Award. Notice of the filing of such enforcement proceedings shall be given to the General Contractor and the Union or subcontractor involved. In any court proceeding to obtain a temporary or preliminary order enforcing the arbitrator's award as issued under this expedited procedure, the involved Union and the General Contractor or subcontractor waive their right to a hearing and agree that such proceedings may be ex parte, provided notice is given to opposing counsel. Such agreement does not waive any party's right to participate in a hearing for a final court order of enforcement or in any contempt proceeding.

6. Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the General Contractor, the subcontractors and Unions to whom they accrue.

7. The fees and expenses of the Arbitrator shall be equally divided between the General Contractor or the involved subcontractor and Local Union.

SECTION 5: ARBITRATION OF DISCHARGES FOR VIOLATION

Procedures contained in Article 8 shall not be applicable to any alleged violation of this Article, with the single exception that an employee discharged for violation of Section 1, above, may have recourse to the procedures of Article 8 to determine only if the employee did, in fact, participate in the violation of the provisions of Section I of this Article; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

ARTICLE 8- GRIEVANCE & ARBITRATION PROCEDURE

SECTION: PROCEDURE FOR RESOLUTION OF GRIEVANCES

Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement (other than jurisdictional disputes or alleged violations of Article 7, Section 1) shall be considered a grievance and shall be resolved pursuant to the exclusive procedure of the steps described below; provided, in all cases, that the question, dispute or claim arose during the term of this Agreement. Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the General Contractor, the involved subcontractor and involved Local Union at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issue presented to him and shall not have the authority to change, add to, delete or modify any provision of this Agreement.

STEP 1:

A. When any employee covered by this Agreement claims to be aggrieved by a claimed violation of this Agreement, the employee shall, through the Local Union business representative or job steward give notice of the claimed violation to the work site representative of the General Contractor or the involved subcontractor. To be timely, such notice of the grievance must be given within 5 work days after the act, occurrence or event giving rise to the grievance. The business representative of the Local Union or the job steward and the work site representative of the General Contractor or the involved subcontractor shall meet and endeavor to adjust the matter within 48 hours after a timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party, may, within 48

hours thereafter, pursue Step 2 of the grievance procedure by serving the involved subcontractor and the General Contractor with written copies of the grievance occurred, and the provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are non-precedential except as to the specific Local Union, employee and the General Contractor or the subcontractor directly involved unless the settlement is accepted in writing by all parties as creating a precedent.

B. Should any signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article 7, Section 1) with any other signatory to this Agreement and, after conferring, a settlement is not reached within 5 work days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

STEP 2:

The Business Manager or designee of the involved Local Union, together with representatives of the Council, the involved subcontractor, and the General Contractor shall meet in Step 2 within 5 workdays of service of the written grievance to arrive at a satisfactory settlement.

STEP 3:

If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within 7 calendar days after the initial Step 2 meeting, submit the grievance in writing (with copies to other participants) to the Arbitrator (selection of the Arbitrator shall alternate) under this procedure. The Arbitrator shall conduct the arbitration hearing, at which all Step 2 participants shall be parties. The decision of the Arbitrator shall be final and binding on the involved subcontractor, Local Union and employees, and the fees and expenses of such arbitration shall become equally by the involved subcontractor and Local Union.

SECTION 2: LIMITATION AS TO RETROACTIVITY

No arbitration decision or award may provide retroactivity of any kind exceeding 60 calendar days prior to the date of service of the written grievance on the the General Contractor and the involved subcontractor or Local Union.

SECTION 3: PARTICIPATION BY GENERAL CONTRACTOR

The General Contractor shall be notified by the involved subcontractor of all actions at Steps 2 and 3 and, at its election, may participate in full all proceedings at these Steps, including Step 3 arbitration.

ARTICLE 9 - JURISDICTIONAL DISPUTES

SECTION 1: NO DISRUPTIONS

There will be no strikes, sympathy strikes, work stoppages, slowdowns, picketing or other disruptive activity of any kind arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall continue uninterrupted and as assigned by the General Contractor or the subcontractor. No jurisdictional dispute shall excuse a violation of Article 7.

SECTION 2: ASSIGNMENT

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

SECTION 3: PROCEDURE FOR SETTLEMENT OF JURISDICTIONAL DISPUTES

A. Any Union having a jurisdictional dispute with respect to Project work assigned to another Union will submit the dispute in writing to the Administrator of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry ("the Plan") or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department within 72 hours of the action giving rise to the dispute and shall send a copy of the letter to the other Union involved, the subcontractor involved, and the General Contractor. Upon receipt of a dispute letter from any union, the Administrator will invoke the procedures set forth in the plan to resolve the jurisdictional dispute. The jurisdictional dispute letter shall contain the information described in Article IV of the Plan.

B. Within 5 calendar days of receipt of the dispute letter, there shall be a meeting of the subcontractor involved, the Local Unions involved and designees of the Council involved for the purpose of resolving the jurisdictional dispute.

C. If the dispute remains unresolved after this meeting, the parties will proceed to final and binding arbitration in accordance with the principles and procedures set forth in the rules of the Plan.

D. The arbitrator selected under the Plan will render a short-form decision within 5 days of the hearing based upon the evidence submitted at the hearing, with a written decision to follow within 30 days of the close of the hearing.

E. This Jurisdictional Dispute Resolution Procedure will only apply to work performed by Local Unions at the Project.

F. Any Local Union involved in a jurisdictional dispute on this Project shall continue working in accordance with Section 2 above and without disruption of any kind.

G. Where the parties are not bound by the same dispute resolution procedure described above, or where the dispute involves a difference among the parties over the appropriate body with jurisdiction to decide such dispute or in any other situation not covered in paragraphs A-F of this Section, and if the dispute is not resolved among the parties within five (5) calendar days, it shall be referred by any one of the Unions with the involved Contractor, within five (5) days thereafter, to the International Unions with which the disputing Unions are affiliated. The International Unions and involved Contractor shall meet promptly to resolve the dispute. Any resolution shall be reduced to writing and signed by representatives of the involved Contractor and the International Union.

In the event that the respective International Unions of the disputing Locals and the involved Contractor are unable to resolve the dispute within thirty (30) days from the date of referral, the dispute shall be referred by any of the interested parties to the an agreed-upon neutral arbitrator, who the parties agree shall be the permanent arbitrator under this Article to hear and decide issues arising from the work assignment which is the basis for the dispute. The parties agree that the said arbitrator shall, within twenty (20) days of such referral, conduct a hearing and render a determination of the dispute. The fee and expenses of such hearing shall be shared equally by each Union and the involved Contractor.

In such hearing, if the arbitrator determines an agreed-upon method exists, to which all parties are bound, he shall refer the dispute to that procedure for resolution. In all other cases, the arbitrator shall proceed to resolve the dispute on the merits.

SECTION 4: AWARD

Any jurisdictional award pursuant to Section 3 shall be final and binding on the disputing Local Unions and the General Contractor or the involved subcontractor on this Project only, and may be enforced in any court of competent jurisdiction. Such award or resolution shall not establish a precedent on any other construction work not covered by this Agreement. In all disputes under this Article, the General Contractor and the involved subcontractors shall be considered parties in interest.

SECTION 5: LIMITATIONS

The arbitrator selected under the Plan shall have no authority to assign work to a double crew, that is, to more employees than the minimum required by the General Contractor or the subcontractor to perform the work involved; nor to assign the work to employees who are not qualified to perform work involved; nor to assign work being performed by excluded employees as defined in Article 3, Section 3 to union employees. This does not prohibit the establishment, with the agreement of the General Contractor and the involved subcontractor, of composite crews where more than one (1) employee is needed for the job. The aforesaid determinations shall decide only to whom the disputed work belongs.

SECTION 6: NO INTERFERENCE WITH WORK

There shall be no interference or interruption of any kind with the work of the Project while any jurisdictional dispute is being resolved. The work shall proceed as assigned by the General Contractor or the subcontractor until finally resolved under the applicable procedure of this Article.

The award shall be confirmed in writing to the involved parties. There shall be no strike, work stoppage, or interruption in protest of any such award.

ARTICLE 10- WAGES AND BENEFITS

SECTION 1: CLASSIFICATION AND BASE HOURLY RATE

Attached to this Project Agreement and incorporated into the Agreement are the various Local Union or craft agreements in place as of March ___, 2021. The wages paid and the fringe benefits provided to employees employed under this Project Agreement are those set out in the attached Schedule A agreements and future negotiated agreements.

All employees covered by this Agreement shall be classified in accordance with the work performed and paid the base hourly wage rates for those classifications as specified in the State Wage Rates included in the contract specifications, as amended during this Agreement Recognizing, however, that special conditions may exist or occur on the Project, the parties, by mutual agreement may establish rates and/or hours for one or more classifications which may be higher than the State Wage Rates. If the rate in any Collective Bargaining Agreement differs from the State Wage Rate, the higher rate shall prevail.

SECTION 2: EMPLOYEE BENEFIT FUNDS

A. The General Contractor and the subcontractors agree to pay contributions on behalf of all employees covered by this Agreement to the established employee benefit funds in the amount designated in the appropriate Schedule A; provided, however, that the General Contractor and the subcontractors and the Union agree that only such bona fide employee benefits as are explicitly required under the collective bargaining agreements which comprise Schedule A shall be included in this requirement and paid by the General Contractor and the subcontractors on this Project. Bona fide jointly trusted fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added. The General Contractor and the subcontractors shall not be required to contribute to non-bona-fide employee benefits, trusts or plans.

B. The General Contractor and the subcontractors agree to be bound by the written terms of the legally established Trust Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Trust Funds but only with regard to work done on this Project and only for those employees to whom this Agreement requires such benefit payments.

C. It is the obligation of the General Contractor upon timely notice from the Union or the Trustees of the Funds identified in Article 10, Section B of this Agreement, to withhold, in an appropriate amount, any funds due and owing to a Contractor who is delinquent in his payments required under this section for work performed by him on the Project. To the extent possible, the General Contractor shall not release such withholding until the Contractor is in compliance. It is also the obligation of all Contractors who subcontract work, upon timely notice from the Union or the Trustees of a recognized Fund to withhold, in an appropriate amount, any funds due and owing to a subcontractor who is delinquent in his payments required under this section.

D. Upon notice of the Unions of a contractor's delinquency in payments of wages and benefits owed under this Agreement, the General Contractor agrees to work with the Unions to find and implement a mutually agreed upon remedy prior to making any periodic payments to the contractor in question. Further, prior to the General Contractor's closing out of payments to a contractor for work performed under this Agreement, the General Contractor will contact the designed representative of the Council for confirmation that payment in full has been made for all wages and benefits owed for employees who have worked under this Agreement.

E. The Unions agree that they, their agents and bargaining unit members will not engage in any strikes, picketing, work stoppages, slowdowns or other disruptive activity affecting work covered by this Agreement.

ARTICLE 11- HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS

SECTION 1: WORK WEEK AND WORKDAY

A. The standard work week shall consist of 40 hours of work at straight time rates of the following schedule: Five-Day Work Week: Monday-Friday; 5 days at 8 hours per day plus ½ hour unpaid lunch period each day.

B. The Day shift shall commence between the hours of 6:00 a.m. and 8:00 am. and shall end between the hours of 2:00 p.m. and 7:30 p.m. Starting and quitting times shall occur at the staging areas as may be designated by the General Contractor or the subcontractor.

C. The General Contractor or the subcontractors shall provide not less than 5 days prior notice to the Local Union involved as to the work week and work hours schedules to be worked or such lesser notice as may be mutually agreed upon.

SECTION 2: OVERTIME

Overtime pay for hours outside of the standard work week and work day, described in paragraph A above, shall be paid in accordance with the applicable Schedule A. There will be no restriction upon or the subcontractor's scheduling of overtime or the non-discriminatory designation of employees who shall work. There shall be no pyramiding of overtime pay under any circumstances. The General Contractor and each subcontractor shall have the right to schedule work so as to minimize overtime. Further, notwithstanding any provision of a collective bargaining agreement contained in Schedule A, there shall be no "me too" provision, such that if any Schedule A agreement requires a signatory employer to pay double time if any other trade on the Project is being paid double time, such provision shall be of no effect on this Project.

SECTION 3: SHIFTS

A. Flexible Schedules. Scheduling of shift work shall remain flexible in order to meet Project schedules and existing Project conditions including the minimization of interference with traffic and the operation of the school. It is not necessary to work a day shift in order to schedule a second shift. Shifts must be worked a minimum of five consecutive work days, must have prior approval of the General Contractor, and must be scheduled with not less than five work days notice to the Local Union.

B. Second Shift. The second shift (starting between 2 p.m. and 8 p.m.) shall consist of 8 hours work for an equal number of hours pay at the straight time rate.

C. Flexible Starting Times. Shift starting times will be adjusted by or the subcontractor as necessary to fulfill Project requirements subject to the notice requirements of paragraph A.

SECTION 4: HOLIDAYS

A. Schedule. There shall be 10 recognized holidays on the Project: New Year's Day; President's Day; Patriot's Day; Memorial Day; Fourth of July; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day; Christmas Day

All said holidays shall be observed on the dates designated by Massachusetts State Law. In the absence of such designation they all be observed on the calendar date except those holidays which occur on Sunday shall be observed on the following Monday.

B. Payment. Regular holiday pay, if any, and/or premium pay for work performed on such a recognized holiday shall be in accordance with the applicable Schedule A

C. Exclusivity. No holidays other than those listed in Section 4-A above shall be recognized nor observed.

SECTION 5: REPORTING PAY

A. Employees who report to the work location pursuant to the regular schedule who are not provided with work or whose work is terminated early by the General Contractor or a subcontractor, for whatever reason, shall receive minimum, reporting pay in accordance with the applicable Schedule A.

B. When an employee, who has completed their scheduled shift and left the Project site, is "called out" to perform special work of a casual, incidental or irregular nature, the employee shall receive pay for actual hours worked with a minimum guarantee, as may be required by the applicable Schedule A, at the employee's straight time rate.

C. When an employee leaves the job or work location of their own volition or is discharged for cause or is not working as a result of the General Contractor or the subcontractor's invocation of Section 7 below, they shall be paid only for the actual time worked.

D. Except as specifically set forth in this Article, there shall be no premiums, bonuses, hazardous duty, high time or other special payment of any kind.

E. There shall be no pay for time not actually worked except as specifically set forth in this Article and except where an applicable Schedule A requires a full weeks' pay for forepersons.

F. If an employee reports to work in a condition unable to work, he will not be eligible for reporting pay.

SECTION 6: PAYMENT OF WAGES

A. Payday: Payment shall be made by check, drawn on a bank with branches located within commuting distance of the Project site. Paychecks shall be consistently issued by the General Contractor and the subcontractor at the Project site by a set time and day of the week. In the event that the normal payday is a bank holiday, paychecks shall be issued on the day prior to the usual payday of that week. Paycheck stubs shall contain the name and business address of the General Contractor or the subcontractor together with an itemization of deductions from gross wages,

B. Termination: Employees who are laid off or discharged for cause shall be paid in full for that which is due them at the time of termination. The General Contractor or the subcontractor shall also provide the employee with a written statement setting forth the date of lay off or discharge.

SECTION 7: EMERGENCY WORK SUSPENSION

The General Contractor or any subcontractor may, if considered necessary for the protection of life and/or safety of employees or others, suspend all or a portion of Project work. In such instances, employees will be paid for actual time worked; provided, however, that when the General Contractor or a subcontractor requests that employees remain at the job site available for work, employees shall be paid for "stand by" time at their hourly rate of pay they were receiving at the time the work was suspended.

SECTION 8: INJURY/DISABILITY

An employee who, after commencing work, suffers a work-related injury or disability while performing work duties, shall receive no less than 8 hours wages for that day. Further, the employee shall be rehired at such time as able to return to duties provided there is still work available on the Project for which the employee is qualified and able to perform.

SECTION 9: TIME KEEPING

The General Contractor or a subcontractor may utilize systems to check employees in and out. Each employee must check in and out. The General Contractor or the subcontractor will provide adequate

facilities for checking in and out in an expeditious manner.

SECTION 10: MEAL PERIOD

The General Contractor or a subcontractor shall schedule an unpaid period of not more than 1/2 hour duration at the work location between the 3rd and 5th hour of the scheduled shift. A subcontractor may, for efficiency of operation establish a schedule which coordinates the meal periods of two or more crafts. If an employee is required to work through the meal period; the employee shall be compensated in a manner established in the applicable Schedule A.

SECTION 11: BREAK PERIODS

There will be no rest periods, organized coffee breaks or other non-working time established during working hours as per Schedule A. Individual coffee containers will be permitted at the employee's work location.

ARTICLE 12 - APPRENTICES

SECTION 1: UTILIZATION

Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry and to provide craft entry opportunities for minorities, women and economically disadvantaged non-minority males, and the subcontractors 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. The general contractor and the subcontractors may utilize apprentices and such other appropriate classifications as are contained in the applicable Collective Bargaining Agreement of the Local Union identified in this Agreement, or any other training program established by mutual agreement of the parties and governmental agencies that provide for training of individuals defined as minorities under applicable Massachusetts General Laws. Union signatories will cooperate with employers to permit utilization of the maximum number of apprentices permitted by applicable law.

ARTICLE 13 - SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 1: SAFETY REQUIREMENTS

The General Contractor and each subcontractor will ensure that applicable OSHA requirements are at all times maintained on the Project and the employees and Unions agree to cooperate fully with these efforts. Employees must performed their work at all times in a safe manner and protect themselves and the property of the Town of Braintree, the General Contractor, and the subcontractors from injury or harm. Failure to do so may be grounds for discipline, including discharge. .

SECTION 2: CONTRACTOR RULES

Employees covered by this Agreement shall at all times be bound by the reasonable safety, security, and visitor rules as established by the General Contractor and the subcontractors for this Project. Such rules will be published and posted in conspicuous places throughout the Project.

SECTION 3: INSPECTIONS

The General Contractor and the subcontractors retain the right to inspect incoming shipments of equipment, apparatus; machinery and construction materials of every kind.

ARTICLE 14- NO DISCRIMINATION

SECTION 1: COOPERATIVE EFFORTS

The General Contractor and the subcontractors and Unions agree that they will not discriminate against any employee or applicant for employment because of any unlawful basis, including but not limited to race, color, religion, sex, national origin, sexual orientation, disability, or age in any manner prohibited by law or regulation. All complaints regarding the application of this provision shall be brought to the immediate attention of the General Contractor and the involved subcontractor and/or Union for consideration and resolution.

SECTION 2: LANGUAGE OF AGREEMENT

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

ARTICLE 15 - GENERAL TERMS

SECTION 1: PROJECT RULES

The General Contractor and the subcontractors shall establish such reasonable Project rules, as are appropriate for the good order of the Project. These rules will be explained at the pre-job conference and posted at the Project site and may be amended thereafter as necessary. Failure of an employee to observe these rules and regulations may be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of misconduct shall not be a defense to an employee disciplined or discharged for such misconduct when the action taken is for cause.

SECTION 2: TOOLS OF THE TRADE

A craft that has been given a job assignment by the General Contractor or a subcontractor may use any tool, device, or method of application, such as the welding/cutting torch and chain fall, necessary to complete that assignment provided that the assigned employee(s) can safely use the tools and/or equipment involved and that they possess the proper certification needed for operation of those tools and/or equipment.

SECTION 3: SUPERVISION

Employees shall work under the supervision of the craft foreperson or general foreperson

SECTION 4: TRAVEL ALLOWANCES

There shall be no payments for travel expenses, travel time, subsistence allowance or other such reimbursements or special pay except as expressly set forth in this Agreement.

SECTION 5: FULL WORK DAY

Employees shall be at their staging area at the starting time established by the General Contractor or the subcontractor and shall be returned to their staging area by quitting time after performing their assigned functions under the supervision of or the subcontractor. The signatories reaffirm their policy of a fair day's work for a fair day's wage.

ARTICLE 16- SAVINGS AND SEVERABILITY

SECTION 1: THIS AGREEMENT

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law, the provision involved shall be rendered, temporarily or permanently, null and void but the remainder of the Agreement shall remain in full force and effect. In such event, the Agreement shall remain in effect for contracts already bid and awarded or in construction where the General Contractor and the subcontractors voluntarily accept the Agreement. The parties to this Agreement will enter into negotiations for a substitute provision in conformity with the law.

SECTION 2: THE BID SPECIFICATIONS

In the event that the Town of Braintree's bid specifications to contractors enforcing this Agreement are held invalid, then the Local Unions shall have the right to declare this Agreement null and void because of lack of consideration. If any or all provisions of this Agreement or any enabling specifications are finally held or determined to be illegal or void by a court of competent jurisdiction, the parties agree that they will promptly, but in no instance later than forty-eight (48) hours from the decision of the Court, enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the court action.

SECTION 3: NON-LIABILITY

In the event of an occurrence referenced in Section 1 or Section 2 of this Article, neither or any subcontractor, or any signatory Union shall be liable, directly or indirectly, for any action taken, or not taken, to comply with any court order, injunction or determination. Project bid specifications will be issued in conformance with court orders then in effect and no retroactive payments or other action will be required if the original court determination is ultimately reversed.

ARTICLE 17 - FUTURE CHANGES IN SCHEDULE A AREA CONTRACTS

SECTION 1: CHANGES TO AREA CONTRACTS

A Schedules A to this Agreement shall continue in full force and effect Until the Employer/Contractor and Union parties to the Area Collective Bargaining Agreements which are the basis for Schedule A notify (the General Contractor) in writing of the mutually agreed upon changes in provisions of such agreements which are applicable to the Project, and their effective dates.

B. Any disagreement between signatories to this Agreement over the incorporation into Schedules A of provisions agreed upon in the renegotiation of Area Collective Bargaining Agreements shall be resolved in accordance with the procedure set forth in Article 9 of this Agreement.

SECTION 2: LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS

The Unions agree that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity or other violations of Article 7 affecting the Project by any Local Union involved in the renegotiation of Area Collective Bargaining Agreements nor shall there be any lock-out on this Project affecting a Local Union during the course of such renegotiations.

ARTICLE 18 - COMMUNICATION AND CONFERENCES

SECTION 1: NOTICE OF AWARD

To the extent possible, it is agreed that prior to the final award of a contract or subcontract to any contractor, for work covered by this Agreement, the General Contractor shall notify the President of the Quincy and South Shore Building Trades Council, AFL-CIO or equivalent as to the name of the contractor selected, the scope of work to be performed under the contract, and which crafts are anticipated to be involved in the performance of the scope of work. The General Contractor or the subcontractor will hold a pre-job conference with the Council two weeks prior to the start of any work. It shall be the responsibility of the Council to notify the respective Local Unions of the pending award and the pre-job conference.

SECTION 2: PERIODIC CONFERENCES

Periodic conferences shall be held by the parties approximately every six (6) week for the purpose of discussing matters of mutual interest.

IN WITNESS WHEREOF the parties have caused the Agreement to be executed and effective on this day of , 2021.