



# BLUEPRINT FOR SUCCESS

## A Labor-Management Project Agreement

Owner: \_\_\_\_\_  
Project: \_\_\_\_\_  
Location: \_\_\_\_\_

*Skilled Union Craftsmen  
Professional Union Contractors*

### I. Preamble

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

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

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

### II. Introduction

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between \_\_\_\_\_, (hereinafter called the "Owner"); and \_\_\_\_\_ (hereinafter called the "General Contractor"); and the \_\_\_\_\_ Building Trades Council (hereinafter called the "Union"), acting in their own behalf and on behalf of their respective affiliates and members; and the THREE RIVERS CONSTRUCTION ALLIANCE, acting on their own behalf and on behalf of their respective affiliates and members, with respect to the construction of the \_\_\_\_\_ project located in \_\_\_\_\_ County, Illinois.

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

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

### **III. Labor-Management Cooperation Committee**

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

The Labor-Management Cooperation Committee shall meet a minimum of once each month, at the jobsite, and shall discuss the following: reports concerning any violation, dispute, questions or interpretation of the application of practices arising out of this Agreement; safety; working conditions; absenteeism; labor turnover; availability of qualified journeymen; need for training; and any other matter affecting productivity and efficiency on this project.

In the event a dispute is not resolved by the Labor-Management Cooperation Committee, such matter shall then be settled as outlined by the grievance procedure and/or arbitration provisions contained in the applicable local collective bargaining agreement. The Labor-Management Cooperation Committee shall not have authority to render a decision involving a jurisdictional dispute.

### **IV. Contractors' Commitment**

- A. Work assignments will be made in accordance with area practice, consistent with the efficient and economical performance of the work.
- B. Before performing work at the job site, the Contractor or Subcontractors of whatever tier actually performing the work will become signatory to the appropriate collective bargaining agreement.
- C. The Contractors and Subcontractors shall exercise their management rights. These rights shall include planning, directing, hiring, dismissal, lay-off, transferring, appointing foremen and general foremen and otherwise directing the work force.

### **V. Union (Craftsmen) Commitment**

- A. Qualified and skilled craftsmen will be furnished as required by the Contractor in the fulfillment of its obligations to the Owner.
- B. Craftsmen shall be at their place of work at the regular starting time and shall remain at their place of work until quitting time. There shall be no limit on production by Craftsmen nor restrictions on the use of tools or equipment other than that which may be required by safety practice.
- C. The continuing progress of the job, in the best interest of the Owner, is paramount. Any dispute, whether a grievance or jurisdictional, will be addressed and resolved so as not to interfere in anyway with construction progress. If the Labor-Management Cooperation Committee can be of any assistance in facilitating resolution, it will do so. If not, the applicable local collective bargaining agreement provisions for grievances or jurisdictional settlements will be adhered to.

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

## **VI. Owner Commitment**

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

## **VII. Joint Commitment (Contractor/Union)**

- A. Prejob Conferences with contractor, subcontractors, and Union representatives will be held prior to beginning work at the jobsite.
- B. Utilization of Union apprentices will be maximized consistent with the best interest of the job in compliance with Local Union Agreements. The high level of union apprenticeship training will be maintained to provide the Industry with productive and knowledgeable craftsmen for the long term.
- C. Every reasonable and practicable measure, consistent with the protection of human dignity, will be taken to assure a work place free of alcohol and drugs. The use of liquor, drugs or any other illegal activities at the Project site, including parking lots, is strictly prohibited.
- D. Employees will take their breaks only in their immediate work areas.
- E. Acknowledging the safety concerns of today's construction Owner and its risk management professionals, we assure the Owner that the parties are committed to safe working practices on the project. The parties, drawing upon the comprehensive safety programs and resources developed by the Union construction community, will comply with federal, state, and local safety regulations. Both contractors and union craftsmen are well trained in safety practices and commit themselves to applying such practices on this job.
- F. The Contractors and Unions agree that there will be no lockouts or work stoppages.
  - (1) The Contractors and Subcontractors shall not cause, incite, encourage or participate in any lockout of employees on the project during the term of this Agreement.
  - (2) The Union and its members, agents, representatives, and employees shall not allow, incite, encourage, condone or participate in any strike, walkout, slowdown, picketing, sympathy strike or other work stoppage of any nature whatsoever, whether jurisdictional or otherwise, or observe any picket of any nature during the term of this Agreement. Any such action by the Union or its members, agents, representatives or employees shall constitute a violation of this Agreement.
  - (3) All employees shall continue to work and to perform all their obligations on the project despite the expiration of any local or other collective bargaining agreement. Any future wage or fringe benefit increase, decrease or modification legally negotiated and established by appropriate local collective bargaining agreements of the Local Unions which are signatories to this Agreement shall be paid retroactively to the expiration of the preceding local Agreement.
  - (4) Should any unauthorized strike, slowdown, stoppage of work or interference with construction occur, the Union shall take all necessary steps to bring such activity to a prompt resolution.

**VIII. Term of Agreement**

- A. This Agreement shall become effective on \_\_\_\_\_, 19\_\_\_\_, and shall remain in full force and effect as long as signatory contractors are working on this project.
- B. Either party shall have the right to terminate this Agreement by notifying all other parties, in writing, within at least thirty (30) calendar days from the proposed termination date.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and/or agents as of the day and year first above written.

**SIGNED FOR THE OWNER:**

\_\_\_\_\_  
Firm: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SIGNED FOR THE UNION:**

\_\_\_\_\_ Building Trades Council  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SIGNED FOR THE CONTRACTOR:**

\_\_\_\_\_  
Firm Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SIGNED FOR THE ALLIANCE:**

\_\_\_\_\_ Three Rivers Construction Alliance  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**(NOTE: Subcontractors and individual craft Local Unions will sign the Supplement Signature Page which is attached as an Addendum.)**

