

EXECUTIVE ORDER No. 15-11

PUBLIC WORKS PROJECT LABOR AGREEMENTS

WHEREAS, the City of Philadelphia (“City”) has a compelling interest in awarding building or construction work contracts so as to yield the lowest reasonable costs and the highest standard of quality and efficiency; and

WHEREAS, Project Labor Agreements can ensure that a building or construction work project is completed at the lowest reasonable cost; by the highest quality and most professional work force; and in a timely manner without labor disruptions such as strikes, lockouts or slowdowns; and

WHEREAS, Project Labor Agreements can provide opportunities for the City, contractors and labor organizations to make progress in meeting their respective goals for worker diversity and local employment;

WHEREAS, the City has been a party to several Project Labor Agreements pursuant to Executive Order No. 5-95 and has gained useful insight into when Project Labor Agreements are most appropriate and beneficial to the City;

WHEREAS, the City has determined that certain projects, because of their size, complexity, need for a variety of craft labor and critical deadlines are generally appropriate for Project Labor Agreements; and

WHEREAS, guidance to City departments and agencies on the use of Project Labor Agreements benefits the interests of the City:

WHEREAS, an Advisory Committee can provide continuing guidance on the use and form of Project Labor Agreements;

NOW, THEREFORE, by the powers vested in me by the Philadelphia Home Rule Charter, it is hereby ORDERED:

SECTION 1. Definitions.

- (a) Appropriate Labor Organization. An organization representing, for purposes of collective bargaining, journeymen in one or more crafts or trades with a Federal or state certified approved apprenticeship training program and which:
 - (i) has entered into a labor agreement with an employer in the building and construction industry;
 - (ii) has represented journeymen, mechanics and apprentices employed

on projects similar to the project for which a Project Labor Agreement is being considered;

- (iii) possesses the present ability to refer, provide or represent qualified journeymen and apprentices in the crafts or trades required by the project, in sufficient numbers to perform the contracted work involved in the project; and
 - (iv) has identified member diversity as an organizational value and has established objectives for maintaining and increasing diversity among its apprentice and journeyman members.
- (b) City Agency. A City office, department, board, commission or other entity which procures goods and services directly or through the City Procurement Department.
 - (c) Project(s). This Executive Order shall apply to building or construction work under a contract with the City governed by Section 17-107 of The Philadelphia Code.
 - (d) Project Labor Agreement. A collective bargaining agreement between a contractor as an employer and an Appropriate Labor Organization relating to the building or construction work performed at a particular site ("Project"). Such an agreement sets forth the terms and conditions of employment for workers hired by the employer and sets forth certain work rules, no-strike clauses, jurisdictional determinations and other project-specific provisions that the City, the employer or the Labor Organization deem important for the completion of the project. Any Project Labor Agreement shall be subject to the review and approval of the City's Law Department.

SECTION 2. Public Works Project Review.

- (a) Each City Agency shall review all proposed Projects with an estimated construction cost of Five Million Dollars (\$5,000,000) or more to determine if a particular Project would be appropriate for a Project Labor Agreement. Projects with lower estimated costs may also be appropriate for Project Labor Agreements, and City Agencies are encouraged to review Projects with lower construction costs. Appropriate Projects include the following characteristics:
 - (i) Projects that have high anticipated construction costs;
 - (ii) Projects that require the labor of multiple construction crafts or trades;

- (iii) Projects that have complex labor requirements that may conflict with existing collective bargaining agreements;
 - (iv) Projects that require completion without delay; and
 - (v) Projects that further urgent City goals.
- (b) All Projects with estimated construction budgets of Five Million Dollars (\$5,000,000) or more shall be reviewed by City Agencies prior to issuing an invitation for bids. PLA's should be used when any of the criteria under Section 2(a) are met, unless clear countervailing considerations are present. City Agencies shall forward the findings of the Project review to the Mayor's Office.

SECTION 3. Referral for Project Labor Agreements.

- (a) When a City Agency has determined that a Project is appropriate for a Project Labor Agreement, the City Agency shall provide the Mayor's Office with a written description of the Project and the City Agency's recommendation for a Project Labor Agreement.
- (b) The recommendation of the appropriateness and feasibility of using a Project Labor Agreement for a particular project shall describe how it will benefit and enhance the interests of the City on the basis of costs, efficiency, quality, safety and/or timeliness, and shall specifically address the following factors;
 - (i) The need for safe, timely and efficient completion of the project;
 - (ii) The need for predictable costs and enforcement of prevailing wage requirements;
 - (iii) The need for effective mechanisms for resolution of disputes;
 - (iv) The need for a ready and adequate supply of highly skilled and highly trained craft workers and the need to guarantee performance of the project in a workmanlike and professional manner; and
 - (v) The opportunity to provide significant employment opportunities for qualified City residents, including minority males and women, and for women- and minority-owned businesses.
- (c) This Executive Order does not require the use of a Project Labor Agreement with respect to any particular Project, nor does this Executive Order require the selection of any particular union, trade council or labor organization.

SECTION 4. Determination for Project Labor Agreement.

- (a) The Mayor's Office shall review all submittals required for Projects.
 - (i) Whether a Project Labor Agreement has been recommended or not, the Project shall be reviewed for consistency with this Executive Order.
- (b) When the Mayor's Office determines that a Project Labor Agreement is appropriate, it shall, in consultation with the City Agency, commence a discussion with labor organizations to determine
 - (i) which labor organization(s) may be appropriate for the Project, and
 - (ii) if a Project Labor Agreement is feasible for the Project.
- (c) The Mayor's Office may determine that a Project Labor Agreement will benefit from third party monitoring of the opportunities provided for qualified City residents, minorities and women. If so determined, the Mayor's Office will direct the Office of Economic Opportunity to select and contract with a qualified monitor ("Monitor").
 - (i) If a Monitor is engaged for the Project, the cost shall be shared by the City, contractor(s) and the Appropriate Labor Organizations

SECTION 5. Required Provisions In Project Labor Agreements.

Any Project Labor Agreement entered into pursuant to this Executive Order shall:

- (a) Contain guarantees against strikes, lockouts, slowdowns and similar actions;
- (b) Set forth effective, immediate and mutually binding procedures for resolving jurisdictional disputes arising before the completion of the work; and
- (c) Include diversity goals for appropriate labor organizations and contractors.

SECTION 6. Procedures When Project Labor Agreements Are Used.

If a Project Labor Agreement is used pursuant to this Executive Order for any Project, the procedures listed in this section shall be followed:

- (a) A Project Labor Agreement shall be made part of the bid specifications in substantially the form attached hereto as the "Philadelphia Public Projects

Labor Agreement,” or such other form of agreement that the City Solicitor may approve.

- (b) The Instructions to Bidders shall provide that the City, the Project manager and any contractor shall have the absolute right to select any qualified bidder for the award of project contracts without reference to whether the bidder was unionized, provided, however, that only a bidder willing to execute and comply with the Project Labor Agreement would be designated the successful bidder;
- (c) The Instructions to Bidders shall provide that the Project Labor Agreement shall be made binding on all contractors and subcontractors on the Project through inclusion of appropriate bid specifications in all relevant bid documents;
- (d) Following the award of the contract for the Project, the Project Labor Agreement shall be finalized and executed by the contractor or its project manager, subject to the review and approval of the City; and
- (e) The Project contract and the Project Labor Agreement shall comply with all other provisions of law.

SECTION 7. Advisory Committee for Project Labor Agreements.

- (a) An Advisory Committee for Project Labor Agreements is hereby established. The Advisory Committee shall consist of the following City officials or their designees:

Mayor’s Chief of Staff
City Solicitor
Managing Director
Director of Finance
Deputy Mayor for Transportation and Utilities
Deputy Mayor for Economic Development

Other City officials, employees or private citizens may serve on the Advisory Committee at the request of the Mayor’s Chief of Staff.

- (b) Duties. The Advisory Committee shall:
 - (i) Monitor and evaluate Project Labor Agreements entered into pursuant to this Executive Order;
 - (ii) Make periodic evaluations to the Mayor regarding the use of Project Labor Agreements, including recommendations for modifications of Project Labor Agreements;

- (iii) Perform such other duties as the Mayor may from time to time assign.


SECTION 8. Prior Order Rescinded.

Executive Order No. 5-95 is hereby rescinded.

SECTION 9. Effective Date.

This Executive Order shall take effect immediately.

11/29/11
Date


Michael A. Nutter, Mayor

PHILADELPHIA PUBLIC PROJECTS LABOR AGREEMENT

THIS CITY OF PHILADELPHIA PUBLIC PROJECT LABOR AGREEMENT (hereinafter the "Agreement"), is entered into this _____ day of _____, 20___, by and between

(hereinafter the "Signatory Contractors"), their successors or assigns, and the Affiliates of the Philadelphia Building and Construction Trades Council pursuant to, and in accordance with, the Mayor's Executive Order No. 15-11 with respect to the public works project of and within the City of Philadelphia ("City") or City-owned facilities, described in Article II, Section 2 of this Agreement, and referred to herein as the "Public Works Project."

WHEREAS the parties to this Agreement acknowledge that the timely construction of City projects is critical to the City and its residents; and

WHEREAS the City and its contractors, reflecting the objectives of the City, desire to provide for the efficient, safe, quality and timely completion of projects in a manner designed to afford the lowest reasonable cost to the City and the public it represents, and to achieve the advancement of public policy objectives; and

WHEREAS this Agreement will foster the achievement of those goals by, among other things, avoiding the costly delays of disruption or interference with work and promote labor harmony and peace; and

WHEREAS this Agreement will further the policy objectives of the City, its contractors and the Union(s) to include employment opportunities for minorities, women, Philadelphia residents and the economically disadvantaged in the construction industry; and

WHEREAS the Union(s) have demonstrated a commitment to the expansion of such employment opportunities; and

WHEREAS the Union(s) desire the stability, security and work opportunities made possible by this Agreement; and

WHEREAS the City, under Executive Order No. 15-11, and consistent with other directives of the Mayor, reviews all proposed public works projects with projected construction costs over Five Million Dollars (\$5,000,000) to determine whether the size, complexity, number and types of labor involved or other factors would make them appropriate for the use of a Project Labor Agreement; and

WHEREAS the City has determined that the Public Works Project, identified herein at Article II, Section 2 is an appropriate project for a Project Labor Agreement;

NOW, THEREFORE, the Parties enter into this Agreement.

The term “Contractor” shall include the Signatory Contractors, all contractors and subcontractors of whatever tier engaged in on-site construction work within the scope of this Agreement.

The term “craft” as applied to employees and workers shall mean those skills, crafts and trades of workers represented by the Union(s) as defined herein.

The Union(s) and the Contractors, their assigns, subcontractors and transferees agree to abide by the terms and conditions contained in this Agreement with respect to the performance of the construction by the Contractors of the Public Works Project covered by this Agreement. This Agreement represents the complete understanding of the parties, and it is further understood that no Contractor is required to sign any other agreement as a condition of performing work within the scope of this Agreement. No practice, understanding or agreement between a Contractor and a Union party which is not explicitly set forth in this Agreement and the Schedules hereto shall be binding on any other party.

ARTICLE I - PURPOSE

As provided in Mayor's Executive Order No. 15-11, the City has a compelling interest in carrying out the Public Works Project at the lowest reasonable cost, highest level of efficiency, and the highest degree of quality.

Further, it has been recognized by the City that certain major Public Works Projects can best be carried out through the use of Project Labor Agreements, as defined in Mayor's Executive Order No. 15-11, which ensure that labor disputes are resolved without disruptions resulting from strikes, lockouts or slowdowns and which provide for enforceable guarantees that the Public Works Project will be carried out in an orderly and timely manner without strikes, lockouts or slowdowns and with provisions protecting the wages, hours, working conditions and safety of those workers whose skills are required to complete such projects. Project Labor Agreements can provide the City with cost savings and efficiencies through project-specific adjustments to collective bargaining agreements that allow for project-specific appropriate hours of work, length of workday and workweek, overtime, starting times, breaks, shift work, crew apprentice ratios, holidays, dispute resolution and management rights, as have been mutually determined and agreed to by the City and the Union(s).

Further, the City has recognized that it can best accomplish these goals by permitting the use of Project Labor Agreements, as defined in Mayor's Executive Order No. 15-11, in major public works projects, on a project by project basis, through which the City has determined, based on thorough investigation, analysis and justification, pursuant to, and in accordance with the procedures set forth in Mayor's Executive Order No. 15-11 and other policies of the Mayor's Office, that the use of a Project Labor Agreement will benefit and enhance the interest of the City from a cost, efficiency, quality and/or safety standpoint.

Further, the City and the Union(s) have received a Report and Recommendations from the Mayor's Advisory Commission on Construction Industry Diversity (the "Commission Report") and the parties

have determined that Project Labor Agreements can provide a framework for meeting long term goals of the City, the Union(s) and Contractors for increasing the opportunities for minorities and women to have successful careers in the construction trades.

Further, the City has recognized that it can best accomplish these goals by requiring that in major public works projects governed by Section 17-107 of the Philadelphia Code, a precondition regarding the award of a contract will be a requirement that the Contractors enter into a Project Labor Agreement with the Philadelphia Building & Construction Trades Council and its affiliated Union(s) requiring such Contractors as well as all subcontractors, assignees or transferees to abide by an agreement setting forth the wages, hours and working conditions of the workers employed on such public works projects.

Accordingly, the parties to this Agreement recognize that it is essential that the construction work on the Public Works Project covered by this Agreement be done in an efficient and economical manner in order to secure optimum productivity and to eliminate any delays in the work. In recognition of the needs of the Public Works Project covered by this Agreement, and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the parties agree to establish effective methods for the settlement of all misunderstandings, disputes or grievances which may arise under this Agreement.

ARTICLE II - SCOPE OF THE AGREEMENT

Section 1. Scope of Agreement. This Agreement shall apply and is limited to all construction work under the direction of the signatory Contractors and performed by those Contractors of whatever tier which have contracts awarded for such work on and after the effective date of this Agreement, for the City, for the Public Works Project defined in Section 2 below.

Section 2. Covered Projects. The Public Works Project covered by this Agreement is generally described as the construction of the _____

Section 3. Award of Project Contracts.

(a) The City has the absolute right to select any qualified bidder for the award of contracts on this Public Works Project without reference to the existence or non-existence of any agreements between such bidder and any party to this Agreement provided, however, only that such bidder is ready, willing and able to execute and comply with this Agreement, which it shall do should it be designated the successful bidder.

(b) It is agreed that all direct subcontractors of Contractors, of whatever tier, who have been awarded contracts for work covered by this Agreement on or after the effective date of this Agreement shall be required to accept and be bound by the terms and conditions of this Project Labor Agreement.

Section 4. Contract Administration.

(a) This Agreement is intended to provide close cooperation between management and labor. The Project Relations Committee (as further described in Section 4 (c)), shall monitor compliance with this Agreement by all Contractors which, through their execution of this Agreement, together with their subcontractors or transferees, have become bound hereto. The Project Relations Committee shall monitor compliance with this Agreement by all Union(s) which, through their execution of this Agreement have become bound hereto.

(b) The provisions of this Agreement, including Collective Bargaining Agreements which are listed on and collectively designated as Schedule A, shall apply to the construction of the Public Works Project covered by this Agreement, notwithstanding the provisions of Local or International Agreements which may conflict or differ from the terms of this Agreement. Where a subject covered by

the provisions of this Project Labor Agreement, including but not limited to, Schedule D Project Specific Conditions, is also covered by any of the Collective Bargaining Agreements on Schedule A, the provisions of this Agreement shall prevail.

(c) The Signatory Contractors to this Agreement shall agree to establish a Project Relations Committee composed of “thirteen (13) members. Four (4) individuals shall be appointed by the Contractors signatory to this Agreement, four (4) individuals shall be appointed by the Union(s) and four (4) individuals shall be appointed by the City. The Philadelphia Area Labor Management Committee shall appoint one representative who will act as facilitator and staff to the Committee. The Project Relations Committee shall operate under the Philadelphia Area Labor-Management Built-Rite process.

(d) The Project Relations Committee shall meet as required, but not less than once each quarter to review performance and the operation of this Agreement.

(e) The purpose of this Project Relations Committee is as follows:

(1) To improve communications between representatives of labor and management and engender cooperative and harmonious relations between labor and management performing work under this Agreement.

(2) Provide workers and Contractors with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness. (Example: Joint process to reduce worksite injuries.)

(3) Provide a forum for open and honest discussion of problems confronting labor and management, and of eliminating potential problems.

(4) Study and explore ways of increasing productivity of both labor and management, and of eliminating potential problems.

(5) Enhance the involvement of workers in making decisions that affect their working lives, and to improve the quality of work life for the employees.

- (6) Expand and improve working relationships between workers and managers.
- (7) Identify conflicts between labor and management before they arise as disputes, and promptly assist in fairly resolving disputes when they do arise.
- (8) Seek to maintain a productive dialogue.
- (9) Pursue, achieve and document the implementation of all aspects of Schedule C, pertaining to increasing employment opportunities for women and minorities.
- (10) Support the Contractors in meeting general obligations and specific project goals for local hiring and for worker diversity as may be part of the Economic Opportunity Plan for the Public Works Project and as further described in Schedule E.

Section 5. Binding Effect. This Agreement and Schedules, including but not limited to Schedules A, B, C, D and E, attached hereto shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

Section 6. Limitations. This Agreement shall be limited to work historically recognized as construction work, including, specifically, the site preparation and related demolition work necessary to prepare the site for construction, and such rehabilitation of existing facilities as is directed by the City. Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation, work or function which may occur in or around the Public Works Project site or be associated with the development of the Public Works Project, or with the ongoing operations of the City.

Section 7. Exclusions. Items specifically excluded from the scope of this Agreement include, but are not limited to, the following:

- (a) Work of non-manual employees, including but not limited to, superintendents, supervisors, staff engineers, surveyors (except where expressly covered by a Collective Bargaining Agreement in Schedule A), inspectors, quality control personnel, quality assurance personnel, timekeepers, mail carriers, clerks and office workers, including messengers, guards, emergency medical

and first aid technicians and other professional, engineering, administrative, supervisory and management employees.

(b) Equipment and machinery owned or controlled and operated by the City.

(c) All off-site handling of materials, equipment or machinery and all deliveries to and from the Public Works Project site except where expressly covered by a Collective Bargaining Agreement in Schedule A.

(d) All employees of the City.

(e) Any work performed on or near, or leading to or into, the Public Works Project site by state, county, city or other governmental bodies, or their Contractors; or by public utilities or their Contractors and/or by the City, or its contractors, for work which is expressly not part of the Public Works Project covered by this Agreement.

(f) Off-site maintenance on leased equipment and on-site supervision of such work except where expressly covered by a Collective Bargaining Agreement in Schedule A.

(g) Off-site warranty functions and warranty work and on-site supervision of such work except where expressly covered by a Collective Bargaining Agreement in Schedule A.

(h) Exploratory geophysical testing, except where expressly covered by a Collective Bargaining Agreement in Schedule A.

(i) Laboratory or specialty testing or inspections or monitoring activities not ordinarily done by the crafts.

(j) Other work which may occur from time to time.

Section 8. Applicability of Agreement. Nothing contained herein shall be construed to prohibit or restrict the City or its employees from performing work not covered by this Agreement on a Public Works Project site. As areas and systems of a Public Works Project are inspected, construction

tested and accepted by the City, the Agreement shall not have further force or effect on such items or areas, except when the Contractors are directed by the City to engage in repairs, modifications, check-out, and/or warranty functions required by their contract(s) with the City .

Section 9. Termination, Delay or Suspension of Public Works Project. It is understood that the City, at its sole option, may terminate, delay and or suspend any or all portions of the Public Works Project at any time.

Section 10. Contractor and Union(s) Liability. It is understood and agreed that the liability of any Contractor and the liability of separate Union(s) under this Agreement shall be several and not joint. The Union(s) agree that this Agreement does not have the effect of creating any joint employment status between or among the City and any Contractor.

ARTICLE III - UNION RECOGNITION AND EMPLOYMENT

Section 1. Union Recognition. The Contractor recognizes the Union(s) as the sole and exclusive bargaining representatives of all craft employees working on the Public Works Project within the scope of this Agreement.

Section 2. Referrals. The Union(s) are recognized as the source of employment referrals. The appropriate Union(s) will be contacted and shall refer all applicants for employment to this Public Works Project according to the standards or criteria uniformly applied to any construction project in the area. In the event that any Union is unable to fill any requisition for employees within a forty eight (48) hour period after such requisition is made by the Contractor (Saturdays, Sundays and Holidays excepted), the Contractor may solicit and employ applicants from any other available source. The Contractor shall notify the Union(s) of employees hired by any source other than referral by the Union(s).

Section 3. Referral Systems. Subject to the Contractor's right to call for a specific skill or ability, the job referral systems provided in the Collective Bargaining Agreements of the Union(s) set forth in Schedule A hereto, or, in the absence of such language, the referral practices in place at the Union(s), will be in effect for the purpose of initial employment only. Such job referral system, whether by contract or practice, must be operated in a non-discriminatory manner and in full compliance with Federal, state and local laws and regulations which require equal employment opportunities and non-discrimination, and referrals shall not be affected in any way by the rules, regulations, by-laws, constitutional provisions or any other aspect or obligations of Union membership and shall be subject to such other conditions as established in this Article and in Schedule C.

Section 4. Competency. The Contractor shall have the right to determine the competence of all employees, the right to determine the number of employees required and have the sole responsibility for selecting the employees to be laid-off consistent with this Agreement regardless of membership or non-membership in the Union(s). The Contractor shall also have the right to reject any applicant referred by the Union(s).

Section 5. Union Security. It shall be a condition of employment that all employees of Contractor covered by this Agreement who are members of the Union(s) in good standing on the effective date of this Agreement or on the date of execution of this Agreement, whichever is later, shall remain members in good standing and those who are not members on the effective date shall, on the eighth (8th) day following employment, become and remain members in good standing in the Union(s) for the term of this Agreement.

Section 6. Skilled Craftsmen. The Union(s) will exert their utmost efforts to recruit sufficient numbers of skilled craftsmen to fulfill the manpower requirements of the Contractor.

Section 7. Selection of Foremen. The selection of craft foremen and/or general foremen and the number of foremen required shall be entirely the responsibility of the Contractor. All foremen shall

take orders exclusively from the designated Contractor representatives. Craft foremen shall be designated as working foremen by the Contractor, except when the Contractor determines that it is not possible for a particular foreman to be working foreman.

Section 8. Seniority. Individual seniority shall not be recognized or applied to employees working on the Public Works Project.

ARTICLE IV - UNION REPRESENTATION

Section 1. Access to Public Works Project Site. Authorized and designated representatives of the Union(s) shall have access to the Public Works Project, consistent with rules, regulations and policies as have been established for site security and safety and through established Contractor procedures, for the purpose of transacting business in connection with the job. Such representatives shall be subject to security clearances and may require authorized escorts to enter secure areas of the Public Works Project. Such representatives shall not interfere with the work of employees or cause unnecessary loss of time by the employees.

Section 2. Stewards. Stewards shall be appointed consistent with the appropriate Collective Bargaining Agreement as included in Schedule A.

Section 3. Non-interference. On work where City personnel or personnel of other contractors not signatory to this Agreement may be working in close proximity of the construction activities, the Union(s) agree that the Union's representatives, stewards and individual workers will not interfere with the City's personnel or the personnel of other contractors not signatory to this Agreement or with the work which is being performed by the City's personnel or personnel of other contractors not signatory to this Agreement. There shall be no interference by employees covered under this Agreement with on-site concessionaires.

ARTICLE V - MANAGEMENT RIGHTS

Section 1. Management Rights. The Contractor retains full and exclusive authority for the management of its operation consistent with this Project Labor Agreement and the collective bargaining agreements included in Schedule A. The Contractors retain the right to (i) plan, direct and control the workforce and the operation of all of his work, including the hiring, promotion, demotion, transfer, layoff, suspension, discipline or discharge for just cause of its employees; (ii) select foremen, determine the size and make-up of each crew; (iii) assign and schedule work; (iv) promulgate work rules; (v) regulate the use of all equipment and other property of the Contractors, decide the amount of equipment to be used, the number of employees needed; and (vi) regulate overtime work, the determination of when it shall be worked, and the number and identity of employees engaged for such work. No rules, customs or practices which limit or restrict productivity, efficiency or the individual and/or joint working efforts of employees shall be permitted or observed. The Contractors may utilize any methods or techniques of construction.

Section 2. Choice of Materials. There shall be no limitation or restriction upon the Contractors' choice of materials or design, nor, subject to the principle of legitimate work preservation set forth in the following sentence, upon the full use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials, tools, or other labor-saving devices unless otherwise specified in Schedule A. 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 talents or qualifications may participate in the installation consistent with Schedule A, including, but not limited to check-off or testing of specialized or unusual equipment or facilities.

Section 3. New Technology and Devices. It is recognized that the use of new technology, equipment, machinery, tools and/or labor saving devices and methods of performing work will be initiated by the Contractor from time to time during the Public Works Project. The Union(s) agree that they will

not in any way restrict the implementation of such new devices or work methods. If there is any disagreement between the Contractors and the Union(s) concerning the manner or implementation of such device or method of work, the implementation shall proceed as directed by the Contractors, and the Union(s) shall have the right to grieve and/or arbitrate the dispute as set forth in Article XIII of this Agreement.

ARTICLE VI - HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

Section 1. Hours of Work, Overtime, Shifts and Holidays shall be governed by the Collective Bargaining Agreements included in Schedule A, except as mutually determined and agreed to by the Union(s) and the City and provided in Schedule D Project Specific Conditions.

Section 2. Where modifications to the Collective Bargaining Agreements or the provisions of Schedule D Project Specific Conditions are in the best interest of a project, such departure may be requested by the Contractors, Union(s) and the City. Such departures shall be requested utilizing the Project Relations Committee and shall be approved by mutual consent.

ARTICLE VII - WORKING CONDITIONS

Section 1. Job Site Conditions. All job site working conditions, including rest periods, coffee breaks and work practices, shall be as determined by the Contractors.

Section 2. Public Works Project Rules. The Contractors shall establish such other reasonable Public Works Project rules as each Contractor deems appropriate. All rules and regulations shall be observed by Union employees who, by virtue of their Union membership and coverage under an appropriate Collective Bargaining Agreement, are made subject to such rules.

ARTICLE VIII - APPRENTICES

Section 1. Apprentices. Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry, the Contractors will employ apprentices in their respective crafts to perform such work as is within their capabilities which is customarily performed by the craft in which they are indentured. Apprentices shall be employed in a manner consistent with the provisions of this Agreement including but not limited to Schedules C and E. The Contractors may also utilize apprentices as appropriate and consistent with the Schedule A Collective Bargaining Agreements or as provided in Schedule D Project Specific Conditions.

ARTICLE IX – EMPLOYMENT OPPORTUNITIES FOR PHILADELPHIA RESIDENTS, MINORITIES AND WOMEN

Section 1. Employment Opportunities For Philadelphia Residents. The parties recognize that the size and scope of the Public Works Project covered by this Agreement, the number of craftsmen and others expected to be employed in order to complete the work in a timely fashion, and the extended period of time during which the construction will be underway should provide significant employment opportunities for qualified residents of the City of Philadelphia. The parties further recognize that the Economic Opportunity Plan for the Public Works Project includes specific local hiring goals for the Contractors as established in Schedule C.

Section 2. Opportunities for Women and Minorities. The parties also agree that increasing participation by women and minorities employees on the Public Works Project is a desirable goal. Accordingly, the parties shall undertake the activities identified in Schedule C to support the City, Union and Contractor objectives of increased opportunities for participation in the Union(s) and for actual work

performed. Additional responsibilities of the Contractor under the Economic Opportunity Plan related to diversity are described and required in Schedule E.

ARTICLE X - SAFETY, PROTECTION OF PERSON AND PROPERTY

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

Section 2. **Safe Performance of Work.** Employees must use diligent care to perform their work in a safe manner and to protect themselves, other persons and the property of the Contractors or the City. Failure to do so will be grounds for discipline, including discharge.

Section 3. **Safety, Security and Visitor Rules.** Employees covered by the terms of this Agreement shall at all times while in the employ of the Contractors be bound by the safety, security and visitor rules as established by the City and/or the Contractors in accordance with applicable State and Federal safety and health statutes and regulations. These rules will be published and posted in conspicuous places through the Project.

ARTICLE XI - NO DISCRIMINATION

Section 1. **No Discrimination.** The Contractors and Union(s) agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or age in any manner prohibited by law or regulation. It is recognized that special procedures may be established by joint agreement of the parties to this Agreement and governmental agencies for the training and employment of persons who have not previously qualified to be employed on

construction projects of the type covered by this Agreement. The parties to this Agreement will make all good faith efforts to assist in the proper implementation of such orders, regulations or agreements for the benefit of the population within the jurisdiction of the City of Philadelphia.

Section 2. Complaints. Any complaints regarding application of the provisions of Section 1 should be brought to the immediate attention of the involved Contractors for consideration and resolution.

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

ARTICLE XII - WORK STOPPAGES AND LOCKOUTS

Section 1. There shall be no strike, picketing, work stoppages, slowdowns, sickouts or other disruptive activity for any reason by the Union(s) or employees against any Contractor covered under this Agreement, and there shall be no lockouts by the Contractors. Failure of any of the Union(s) or any employee to cross any picket line established by any Union, signatory or non-signatory, or any other organization, at or in proximity to the Project site is a violation of this Article.

Section 2. The Contractors may discharge any employee violating Section 1 above, and any such employee will not be eligible for referral under this Agreement for a period of ninety (90) working days from the date of his discharge. The Contractors and the Union(s) shall take all steps necessary to obtain compliance with this Article and neither shall be held liable for conduct for which it is not responsible.

ARTICLE XIII - DISPUTES AND GRIEVANCES

Section 1. Agreement Interpretation. It is specifically agreed that in the event any disputes arise out of the interpretation or application of this Agreement the same shall be settled by the Project Relations Committee. All disputes arising out of Contractor-employee issues shall be governed by

Section 2 of this Article. No such grievance shall be recognized unless called to the attention of the Contractor within seven (7) calendar days after the alleged violation was committed.

Section 2. Unless otherwise provided for in Schedule D Project Specific Conditions, it is specifically agreed that in the event any disputes arise between the Contractors and Union employees that do not involve the interpretation or application of this Agreement, and/or questions of jurisdiction of work, the same shall be settled by means of the grievance procedures currently set forth in the local Collective Bargaining Agreements set forth in Schedule A.

ARTICLE XIV - JURISDICTIONAL DISPUTES

Section 1. There will be no strikes, no work stoppages or slowdowns, or other interferences with the work because of jurisdictional disputes. Pending the resolution of the dispute, the work shall continue uninterrupted as assigned by the Contractors.

Section 2. This Agreement shall generally recognize the traditional craft jurisdiction of the Union(s) and shall require Contractors to abide by said traditional craft jurisdiction. Contractors will utilize the Collective Bargaining Agreements in Schedule A as references to establish the Unions' basic jurisdictions. If there is any dispute concerning this section, the issue may be submitted by any concerned party for final and binding resolution to the American Arbitration Association.

ARTICLE XV - SAVINGS AND REPARABILITY

Section 1. It is not the intention of either the Contractors or the Union parties to violate any laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of the Agreement are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement.

Further, the Contractors and Union(s) agree that if and when any and all provisions of this Agreement are finally held or determined to be illegal or void by Court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of any applicable law and the intent of the parties hereto.

Section 2. This Article shall not be construed to waive the prohibitions of Article XII, and if the parties are unable to resolve their differences, the matter shall be referred to arbitration for resolution as provided for in the grievance-arbitration procedure of Article XIII.

ARTICLE XVI - DURATION OF THE AGREEMENT

This Agreement shall be effective the _____ day of _____, 20__ and shall continue in effect for the duration of the Public Works Project construction work described in Article II hereof. Construction of any phase, portion, section or segment of Public Works Project shall be deemed complete when such phase, portion, section or segment has been turned over to the City of Philadelphia and has received the final acceptance from the City of Philadelphia's representative.

Each Collective Bargaining Agreement contained in Schedule A hereof attached to this Agreement shall continue in full force and effect until the Contractor(s) or Union(s) who are parties to such Agreement notify the City of the mutually agreed upon changes in those provisions of such Agreements which are applicable to this Public Works Project, and the effective date thereof, which shall then become the effective date under this Agreement. Unless otherwise provided in this Agreement, increases to wages and benefit payments from the effective date each new or amended Collective Bargaining Agreement shall be due and owing upon notification to the Contractors and the City of such increases. The parties agree that any provisions negotiated into any Collective Bargaining Agreement contained in Schedule A hereof will not apply to work on Public Works Project if such provisions are less favorable to the Contractors than those uniformly required of Contractors for construction work normally covered by such an

agreement; nor shall any provision be recognized or applied on any Public Works Project if it may reasonably be construed to apply exclusively to work covered by this Agreement.

In the renegotiation of any of the Collective Bargaining Agreements contained in Schedule A hereof, the Union(s) party to this Agreement agree that there will be no strikes, work stoppages, sympathy strikes, picketing, slowdowns or other disruptive activity affecting the Public Works Project covered by this Agreement because of or related to the renegotiation of any such Collective Bargaining Agreement contained in Schedule A hereof, nor shall there be any lockout on this Public Works Project affecting the Union(s) party to this Agreement during the course of such negotiations.

Any disagreement between the parties over the incorporation into any Collective Bargaining Agreement contained in Schedule A hereof of such provisions agreed upon in the renegotiation of any such Collective Bargaining Agreement as is contained in Schedule A shall be referred to Article XIII hereof for resolution.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the day and year above written.

FOR THE UNION(S):

FOR THE CONTRACTORS:

Contractor

Contractor

Contractor

Contractor

SCHEDULE A

COLLECTIVE BARGAINING AGREEMENTS

SCHEDULE B

RESERVED

SCHEDULE C

INCREASING OPPORTUNITIES FOR WOMEN AND MINORITIES IN THE BUILDING TRADES UNION(S) AND THE PUBLIC WORKS PROJECTS

Consistent with the Mayor's Advisory on Construction Industry Diversity Report and Recommendations, the City of Philadelphia, the Union(s) and Contractors shall undertake the following activities:

Section 1. City Activities.

(a) The City shall collect, tabulate and analyze data, including certified payrolls, related to the participation of male minorities, women and Philadelphia residents in City and City-funded construction projects.

(b) The City shall establish goals for employment of Philadelphia residents in City and City-funded construction projects. For City residents employment in the Public Works Project shall be at least:
Philadelphia Residents: Fifty (50) percent of all construction employment hours.

(c) The City shall establish goals for workforce diversity in City and City-funded construction projects. The current goals are based on the March 2009 Report of the Mayor's Advisory Commission on Construction Industry Diversity. For male minority and women employment in the Public Works Project shall be at least:

Male Minority: Thirty two (32) percent of all construction employment hours

Women: Seven (7) percent of all construction employment hours

(e) The City shall assist the Union(s) in undertaking activities which would benefit from City participation and support.

(f) The City shall establish and support a standing Advisory Commission on Construction Industry Diversity. The City shall invite union leaders, large and small contractors, contractor associations project owners and community leaders to participate.

(g) The City shall designate a City agency for the receipt and redress of complaints from the public about the opportunities for employment on City-funded construction projects.

Section 2. Union Activities.

(a) The Union(s) shall collect demographic data on participation in the Public Works Project. The Union(s) shall provide that information to the City on monthly basis while the Project Labor Agreement is in effect.

(b) The Union(s) shall set participation goals that will significantly increase participation of minority males and women. Such goals shall be consistent with the Commission Report and such Commission updates as may be issued.

(c) The Union(s) shall establish goals for participation of in apprenticeship programs for minority males and women. Such goals shall be consistent with the Commission Report and such Commission updates as may be issued.

(d) The Union(s) shall actively recruit minority males and women for apprenticeship positions. Outreach efforts must be appropriate for reaching minority males and women and consistent with the goals the Union(s) have established for membership of the Union(s).

(e) The Union(s) shall evaluate alternatives to apprenticeship recruitment for adding minority males and women to membership.

(f) The Union(s) shall each identify a representative who shall be responsible for reporting on each Union's progress in improving opportunities for minority males and women.

Section 3. Contractor Activities.

(a) The Contractors shall support the City and Union efforts to increase the participation of minority males and women in the Public Works Project through apprenticeship programs and other initiatives.

(b) The Contractors shall use their best efforts to add minority males and women to their permanent or steady workforces. The Contractors shall provide workforce demographic information to the City in advance of project commencement.

(c) The Contractors shall ensure a work environment that is free from discrimination and supportive of greater participation of minority males and women in the Public Works Project.

(d) The Contractors shall use their best efforts to meet or exceed the goals established for minority males and women participation in Section 1 of this Schedule C.

(e) The Contractors shall provide monthly updates to the City, including but not limited to payroll reports, for the requirements of this Section 3.

Section 4. Third Party Monitoring

(a) In the event that the City determines that the Agreement and the goals for participation in the Public Works Project by Philadelphia residents, male minorities and women would benefit from monitoring by a qualified third party ("Monitor"), the monitoring shall be performed by a Monitor selected by the parties. The Contractors and Unions shall provide information and access to the Monitor consistent with the requirements of this Schedule C and the Agreement.

(b) The costs of monitoring by the Monitor shall be shared equally by the parties.

SCHEDULE D

PROJECT SPECIFIC CONDITIONS

Project specific conditions agreed upon by the Union(s) and the City supersede the provisions established in Schedule A Collective Bargaining Agreements only as to the Public Works Project.

SCHEDULE E

ECONOMIC OPPORTUNITY PLAN