



**State of Rhode Island  
Department of Administration / Division of Purchases  
One Capitol Hill, Providence, Rhode Island 02908-5855  
Tel: (401) 574-8100 Fax: (401) 574-8387**

**Solicitation Information  
October 16, 2014**

**ADDENDUM # 1**

**SOLICITATION NUMBER: 7548998 PH2**

**SOLICITATION TITLE: Construction Management at Risk (CMAR), Phase II –  
Rhode Island Veterans Home Facilities and Renovations – Bristol, Rhode Island**

**BID PROPOSAL SUBMISSION DEADLINE: October 27, 2014 at 10:30 a.m. (EST)**

**Notice to Vendors:**

- Attached is
  - o the sign in log from the mandatory pre bid site visit held on 10/14/2014
  - o the executed Project Labor Agreement that the selected CMAR will be required to also execute prior to the issuance of a purchase order

**Thomas Bovis  
Interdepartmental Project Manager**

*Interested parties should monitor this website, on a regular basis, for any additional information that may be posted.*



**"MANDATORY" PRE-BID CONFERENCE SIGN IN SHEET**

Mandatory Pre-bid Conference: Any vendor who intends to submit a bid proposal in response to this solicitation must have its representative attend this mandatory prebid conference, sign, and complete all required information on this Sign-In Sheet. Failure to comply with this requirement will result in the rejection of any bid proposal.

BID NUMBER: 7548990 PH2  
 BID TITLE: CMAR VETERANS HOME BRISTOL  
 PRE-BID DATE AND TIME: 10/14/2014 10:00

Purchasing Representative:  
 TOM BOVIS  
 Mandatory Pre-bid START TIME:  
 10:00 AM  
 Mandatory Pre-bid END TIME:

COMPANY NAME	COMPANY REPRESENTATIVE	SIGNATURE	ADDRESS	CONTACT EMAIL	CONTACT PHONE NUMBER AND FAX NUMBER	PROPOSAL SUBMITTED (For Purchasing Use Only)
1 AGOSTINI List	Amy Agostini		341 Wagon Wheel Rd Providence, RI 02903	STEVE@BACAL AGOSTINI.COM	401-431-1029 401-431-0099	
2 SHAWMUT DESIGN AND CONSTRUCTION	Tomas Koloski		3 DAVIS STREET PROVIDENCE, RI 02903	tkoloski@shawmut.com	401-352-6000 401-622-8531	
4 Dived Construction	Terei Birmingham		771 75C WOPMAN PROVIDENCE, RI	T.Birmingham@Dived.Com	401-865-3782 Cell 401-461-4580 FAX 401-781-9800 OFFICE	
5	CHRIS ROUANO					
6	MUSTON APT					
7						
8 CILIBARI Bldg	Paul Olean		7 Jackson Way Providence, RI	POLEAN@CILIBARI.COM	401-456-5587 DIRECT 401-456-5808 MAIN	
9 ARBOR	DON ROUATTO		555 NORTHWISSET PROV	DRouatto@ARBOR.COM		
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## PROJECT LABOR AGREEMENT

### PREFACE

This Project Labor Agreement (hereinafter "Agreement") is entered into this \_\_\_\_ day of September, 2014 by the undersigned company and the Rhode Island Building and Construction Trades Council and its affiliated local Unions for construction of the Rhode Island Veterans Home in Bristol, Rhode Island.

### DEFINITIONS

<b>PROJECT</b>	The new Rhode Island Veterans Home in Bristol, Rhode Island
<b>OWNER</b>	The State of Rhode Island on behalf of the Department of Human Services (collectively "DHS")
<b>PRIME CONTRACTOR</b>	_____
<b>UNIONS</b>	Refers to the Local Unions of the Rhode Island Building and Construction Trades Council (the "Building Trades") signatory to this Agreement.
<b>CONTRACTOR</b>	Refers to all qualified signatory contractors and subcontractors including the Prime Contractor, of whatever tier engaged in any construction work affiliated with this Project.

It is understood by the parties to this Agreement that it is the policy of the Owner and Prime Contractor that the construction work covered by this Agreement shall only be the only and exclusive agreement governing labor terms and conditions on this Project. Construction work covered by this Agreement shall only be contracted to Contractors who agree to execute and be bound by the Agreement's terms and conditions, and the local Collective Bargaining Agreements (hereinafter "CBA") identified in Appendix A. If the Owner or Prime Contractor enters into any other agreement that governs or alters the terms and conditions of this Agreement, this Agreement shall be null and void.

The Prime Contractor shall monitor and enforce compliance with this Agreement by all Contractors, who, together with their subcontractors, have become bound hereto through their execution of the local CBA and Letter of Assent contained in Appendix D.

THIS AGREEMENT, TOGETHER WITH THE AFORESAID LIST OF APPENDICES A THROUGH E SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES.

## ARTICLE I

### **PURPOSE**

Section 1 The Prime Contractor has determined that the Project must be completed within specified and limited time frames.

Section 2 The purpose of this Agreement is to complete this Project within the timeframe established by the Owner by promoting the most efficient construction operations for the Project. This will be accomplished by standardizing and establishing the terms and conditions of employment, and by providing prompt settlement of all disputes without any work stoppages (strike, lockout or otherwise) for all parties bound to this Agreement in order to assure the timely and economical completion of the Project for the Owner.

Section 3 For these reasons, it is essential that this Project be performed in the most efficient and economical manner so as to ensure optimal productivity and eliminate delay. The parties shall therefore endeavor to complete the work within the scope of this Project without delay or unnecessary costs. As this Project shall be construction on a site that presently has other buildings, this Agreement is vital, therefore, to meet tight scheduling and financial commitments to reduce delays and work interruption.

## ARTICLE II

### **SCOPE OF AGREEMENT**

Section 1 The Prime Contractor warrants and represents that it has the authority from the Owner to engage and enter into this Agreement for the described Project.

Section 2 This Agreement shall apply to all construction work historically performed by the Building Trades for construction of the Project. The work excluded, if any, shall be specifically listed in Appendix B attached hereto.

Section 3 This Agreement shall remain in effect for the duration of the Project and shall become null and void upon completion of the Project. However, the Owner, at its sole discretion, may terminate, delay, and/or suspend any or all portions of this Project at any time.

Section 4 This Agreement shall be binding on the signatory parties hereto, for this Project only, and shall not apply to parents, affiliates, subsidiaries or other divisions of a signatory

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company unless specifically signed by such parent, affiliate subsidiary or other division of such company. This Agreement shall apply to this Project only and no other projects. This Agreement represents the complete understanding of the parties and neither the Prime Contractor nor other Contractors shall be required to sign any other local, regional, area or national collective bargaining agreements. The provisions of this Agreement shall not apply to the employees of the Owner, its agents or any governmental employees.

Section 5 The Owner or the Prime Contractor has the absolute right to select any qualified bidder for the award of contracts under this Agreement without reference to the existence or non-existence of any other agreement between such bidder and any party to this Agreement provided only, however, that such bidder is willing, ready and able to execute and comply with the Agreement, should it be designated the successful bidder. The Owner and Contractor has the absolute right to select any qualified bidder for the award of contracts or subcontracts for any work which is not included in the Prime Contractor's scope of work and contract for this Project.

Section 6 It is hereby understood that a liability of any of the parties hereunder shall be several and not joint.

The "Building Trades" hereby agree that this Agreement shall not have created any joint employer status between or among the Owner or any contractor.

Section 7 Where a subject covered by the provisions of this Agreement is also covered by the terms of a Collective Bargaining Agreement of any of the Local Unions, the provisions of this Agreement shall prevail.

Section 8 DHS may alter some or all work on certain days (i.e., to accommodate the care of its veterans or its other operations). DHS will, if possible, provide reasonable notice to the parties of any changes under this clause, but it is understood that its care of veterans at the Bristol location or other operations take precedent over all other activity; and emergencies or contingencies may be declared at any time by DHS in order to protect the safety and security of its veterans and staff personnel or other operations.

Section 9 None of the provisions of this Agreement shall be construed to prohibit or restrict DHS or its employees or Contractors from performing work not covered by this Agreement on or around the construction site.

Section 10 THIS AGREEMENT, TOGETHER WITH THE AFORESAID LIST OF APPENDICES A THROUGH E SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES.

### ARTICLE III

#### **UNION SECURITY, RECOGNITION & EMPLOYMENT**

Section 1 **ANTI-DISCRIMINATION.** The parties to this Agreement renounce all forms of discrimination and agree that they will not discriminate against any employee or applicant for employment of any unlawful basis, including but not limited to race, color, age, religion, sex, sexual orientation, national origin, or disability in any manner prohibited by any applicable law or regulation. All complaints regarding the application of this provision shall be brought to the immediate attention of the respective Contractor, Union Trades, and/or Union for consideration and resolution.

It is understood by the parties to this Agreement that the State of Rhode Island statutorily mandates certain goals for minority participation of both employees and Contractors on this Project and that by execution of this Agreement all parties recognize that special procedures may need to be established by mutual agreement of the parties and governmental agencies in an effort to achieve these goals, to allow for the training and employment on this Project of individuals who would not otherwise qualify for employment on this Project. The parties to this Agreement shall make a good faith effort to assist in the implementation of such training and employment for the benefit of the citizens of the State of Rhode Island.

Section 2 The Contractor recognizes the Union as the sole and exclusive bargaining representative of all craft employees working within the scope of this PLA on the Project. The Contractor shall give the Union first preference to refer qualified journeymen subject to the provision of the "Union's Job Referral System" currently in the Collective Bargaining Agreement of any of the Local Unions identified in Appendix A of this PLA. 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 Contractor (Saturdays, Sundays and Holidays excepted, unless the request is for work on any of those days) the Contractor may employ applicants from any other available source. In the event that the union's Appendix A does not contain a job referral system as set forth in this Section, the Contractor shall hire employees in accordance with the Union's established practices and procedures. Such Job Referral System

must be operated in a non-discriminatory manner and in compliance with federal and state laws and regulations which require equal employment opportunities and non-discrimination.

Section 3 The Unions agree that this Agreement will be made available to, and will full apply to, any successful bidder for Work on the Project who becomes signatory thereto, without regard to whether the successful bidder performs 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. 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. The Contractor shall have the right to determine the number of employees required, and determine the competency of all employees. The Contractor shall also determine the number of employees to be laid off, and which employees shall be laid off, consistent with any other provisions of this PLA. The Contractor shall notify the respective Union of all the employees hired to perform work covered by the scope of this PLA, by any source other than referral from the Union, within twenty-four (24) hours of employee's date of employment.

Section 4 All Journeymen and apprentice employee, each referred to herein as an "employee" who are employed by Contractor performing work covered by the scope of this PLA on the date hereof who are members of the Union shall remain members for the duration of this PLA as a condition of employment on the Project and those employees who are not members shall become members of the Union within eight (8) calendar days of the date of their employment for work on the Project and shall remain members of the Union for the duration of this PLA as a condition of employment on this Project. Nothing herein shall require the Union to accept into membership any applicant, since Union membership is solely within the discretion of the Union. However, any employee denied Union membership, after having duly made application, shall not be denied employment for work on the Project or discriminated against in connection with such work as a result of the denial of membership.

Section 5(a) All Contractors shall employ apprentices who are registered with the Joint Apprenticeship of the Parties and shall employ qualified journeymen.

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(b) The selection and number of craft foremen and/or general foremen shall be the responsibility of the Contractor. The Contractor shall exercise these rights consistent with the applicable Collective Bargaining Agreement(s) of the Local Unions identified in Appendix A of this PLA. The Contractor shall give the primary consideration to qualified individuals within the jurisdiction of the local unions identified in Appendix A (the "Local Unions"). After such consideration, the Contractor may select individuals from any other source.

Section 6(a) The Contractor agrees to deduct in the amount identified in Article X, Section 3, the hourly dues check-off portion of union dues. The Contractor agrees to deduct any additional amounts specified for dues check-off upon fifteen (15) days prior notice from the Union.

(b) Check-off deductions shall be made from the pay of each employee who is or who becomes a member of the Union within the scope of the bargaining unit and is covered by this PLA provided such employee has voluntarily completed the check-off authorization form used by the Unions. Upon request by the Contractor, the Union will provide the Contractor a copy of his/her employee(s) authorization forms.

Section 7 The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled craftsmen to fulfill the manpower requirements of the Contractors to ensure that the minority and women participation goals (Ref Appendix "C") that have been established for this Project are met.

Section 8 Except as provided in Article IV, Section 3, individual seniority shall not be recognized or applied to employees working on the Project.

Section 9 Union membership as noted in this Article, shall not be required if inconsistent with the National Labor Relations Act.

Section 10 NOTWITHSTANDING ANYTHING TO THE CONTRARY UNDER THIS ARTICLE OR UNDER THIS AGREEMENT, ANY CONTRACTOR MAY USE ITS KEY PERSONNEL (PROJECT EXECUTIVES, SUPERINTENDENTS, FOREMEN, ETC.), JOURNEYPERSONS, APPRENTICES, ETC., IN RELATION TO ANY WORK PERFORMED FOR THE PROJECT IN RELATION TO THE PROJECT LABOR AGREEMENT, ON THE CONDITION THAT SAID JOURNEPERSONS OR APPRENTICES ARE REQUIRED, PURSUANT TO ARTICLE III, SECTION 3, TO BECOME MEMBERS OF THE RESPECTIVE UNION PURSUANT TO THE WORK SCOPE OF THIS AGREEMENT, as noted in Appendix A.

## ARTICLE IV

### UNION REPRESENTATION

Section 1 Authorized representatives of the Union shall have access to the Project site, provided they do not impede the work of the Owner's agents or the employees engaged in work on the Project, and that they fully comply with the visitor, security, and safety rules of the Project.

Section 2 (a) Each signatory Local Union shall have the right to designate a working journeyman as steward, and shall notify the Contractor in writing of the identity of the designated steward prior to the assumption of his/her duties as steward. Such designated steward shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay of their respective crafts.

(b) In addition to working as an employee, the steward shall have the right to receive, but not solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward shall be concerned with the employees of the steward's Contractor and, if applicable, subcontractors, and not with the employees of any other Contractor. The Contractor will not discriminate against the steward in the proper performance of his/her Union duties.

Section 3 The Contractor agrees to notify the appropriate Union forty-eight (48) hours prior to the layoff of a steward. In any case involving the release of a steward from employment for discipline or just cause, the Contractor shall hold a conference with a representative of the Local Union. If a steward is protected against any such layoff by the provisions of any of the Collective Bargaining Agreements of the Local Union identified in Appendix A, such provisions shall be recognized to the extent that the steward possesses the necessary qualifications to perform the work remaining.

Section 4 At certain times the Prime Contractor and Owner's agents and personnel may be working in close proximity to the construction activities for the Project, and the Union agrees that the Union representatives, stewards and individual workers will not interfere with Owner's agents and personnel, or personnel employed by any other employer not a party to this PLA.

**ARTICLE V**  
**MANAGEMENT RIGHTS**

Section 1 The Prime Contractor retains full and exclusive authority for the management of its operation. Except as expressly limited by other provisions of this PLA, the Contractor retains the right to direct the work force and selection of all supervisory employees, and the hiring, promotion, transfer, layoff and discharges of all employees. The Contractor shall determine selection of the crew size, general, and foreman required to perform the work; the assignment and scheduling of work; the promulgation of reasonable work rules and the requirement of overtime work, the determination of when it shall be worked and the number and identity of employees engaged for such work provided it complies with the appropriate Collective Bargaining Agreements as noted in Appendix A; and require compliance with the directives of the Owner including restrictions related to security and access to the site that are equally applicable to the Owner's employees, guests or vendors. The Contractor may utilize any methods or techniques of construction consistent with the Contractor's Agreement with Owner. Discipline or discharge of its employees must be for just cause; no rules, customs, or practices which limit or restrict productivity, efficiency of the individual and/or joint working efforts of employees shall be permitted or observed, except as they are specifically established in this PLA or in the Collective Bargaining Agreements of the Local Unions identified in Appendix A.

Section 2 Except as otherwise expressly stated in this PLA or the craft agreements attached to it, there shall be no limitation or restriction upon the Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and installation of equipment, machinery, package units, precast, prefabricated, pre-finished, or pre-assembled products, equipment or tools, or other labor-saving devices. The Contractor may without restriction install or otherwise use pre-case, prefabricated, pre-finished, or pre-assembled products, or equipment regarding their source, provided, however, that such installation or use of such products or equipment is done in a manner consistent with the Collective Bargaining Agreement of the Local Union identified in Appendix A, and/or as customarily performed in the area. 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, check-off or testing of specialized or unusual equipment or facilities.

Section 3 Except as otherwise expressly stated in this PLA, 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 DHS or the Contractor and performed by bargaining unit members from time to time on the Project. The Unions agree that they will not in any way restrict the implementation of such devices or work methods.

Section 4 The Unions further recognize that the Owner and the Prime Contractor for the Project are committed to utilizing all relevant advances in construction technology. Its limited circumstances, this may require the utilization of supervisors employed by specialty contractors to supervise the work of bargaining unit members. Where the same is pursued, the Unions will be advised by the Prime Contractor and/or DHS prior to the commencement of work. Upon timely request, representatives of DHS or the Prime Contractor will meet with representatives of the Union(s) affected to review the appropriateness of such utilization and alternatives which may be available to satisfactorily meet the Owner's requirements and reasons for invoking this provision.

Section 5 Any provision in any Appendix A, local collective bargaining agreement directed solely at the project labor agreements, that increases crew sizes, wages or fringe benefit contributions shall be void and unenforceable in this Project Labor Agreement.

## **ARTICLE VI**

### **WORK STOPPAGES AND LOCKOUTS**

Section 1 Except as provided for in Section 3 of this Article, there shall be no strikes, picketing, work stoppages, slowdowns, disruptive activity or interference with the progress of the Project by the Building Trades, Unions or any employees against any Contractor that is a party to this Agreement. There shall be no lockout by any Contractors.

Section 2 If the Owner or any Contractor contends that any Union has violated this Article, it will electronically notify the Building Trades President advising him of that fact, with copies of such notification to the Business Manager or Business Representative of the Union or Unions involved. The Building Trades President will instruct, and use the best efforts of his office to cause the Local Union or Unions to cease any violation of this Article. By complying with this obligation, the Building Trades shall not be liable for any acts of the Local Unions.

Except for the exception outlined in Section 3 of this Article, if any party alleges a breach of this Article, it may proceed to Step 2 of the Grievance and Dispute process outlined in Article

VII. Upon receipt of notice, the arbitrator shall set and hold a hearing as soon as possible not later than five (5) days after notification and sole issue at the hearing shall be whether or not a violation of this Article has occurred. The arbitrator's determination shall be issued as soon as possible not later than five (5) days after the hearing and may be done without a written opinion. If the arbitrator decides that there is a work stoppage and a violation of this Article has occurred, the offending party shall immediately commence work again.

Section 3 The Union(s) shall notify the Prime Contractor in writing if any worker has not received his wages and benefits in the timeframes designated by the applicable CBA. If the worker(s) has not received all their wages and benefits ten (10) days after the Prime Contractor has been notified, then that the Union(s) is exempted from the provisions of this Article with regard to the specific Contractor(s). The provisions of this exemption shall not apply however to any and all other Contractors on the Project.

#### **ARTICLE VII**

#### **DISPUTES AND GRIEVANCES**

Section 1 This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

Section 2 The Contractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

Section 3 Any questions or dispute arising out of and during the term of this Project Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the Project

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Contractor shall meet and endeavor to adjust the matter with three (3) working days after timely notice had been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

(b) Should the Local Union(s) or the Project Contractor or any Contractor have a dispute with the other party and, if after conferring, fail to resolve the matter, the grieving party shall reduce the dispute to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The International Union Representative and the involved Contractor may meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the Parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally between the Contractor and the involved Local Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented

to him or her, and he or she shall not have authority to change, amend, add or detract from any of the provisions of this Agreement.

Section 4 The Project Contractor and Owner shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

Section 5 Any party, including DHS or the Prime Contractor, may institute the following procedure in lieu of or in addition to any other action at law or equity when a breach of this Agreement is alleged.

#### **ARTICLE VIII**

#### **ARBITRATOR**

It is agreed by the signatories of this Agreement that the Arbitrator for any disputes under this Agreement shall be or if he/she is unavailable. If either arbitrator is unavailable, the parties may select an arbitrator by mutual agreement. If the parties are unable to agree, they shall immediately request the American Arbitration Association to provide them with a list of arbitrators from which the arbitrator shall be selected. An arbitrator shall be selected from the list by mutual agreement within two (2) business days of its receipt. If the parties are still unable to agree, then an arbitrator will be chosen in accordance with established procedures and rules of the American Arbitration Association.

#### **ARTICLE IX**

#### **JURISDICTIONAL DISPUTES**

Section 1 The signatories to this Agreement adhere to the principle that Jurisdictional disputes cannot and shall not interfere with the efficient and continuous construction operations that are required for this Project. There shall be no strikes, work stoppages, slowdowns, or any other disruptive activity of any type arising out of any Jurisdictional dispute(s). Pending the resolution of the any Jurisdictional dispute(s), the work shall continue uninterrupted as originally assigned by the Employer.

Section 2 Every effort will be made by the Contractor to resolve all anticipated disputes over work assignments. These efforts will include pre-job conferences, Jurisdictional mark-up meetings and similar such conferences. Pre-job conferences must be held by each Contractor

prior to the field work actually starting. The Prime Contractor/Construction Manager is recognized as a party of interest in the resolution of any and all Jurisdictional disputes and their Labor Relations Manager will be notified of all meetings and may attend and participate. Resolution of Jurisdictional disputes will not include any "over manning" or the requirement to assign employees to any work functions other than the number that may be required to safely execute the work. No back pay or any other monetary penalty shall be assessed against any Employer in the resolution of Jurisdictional disputes.

Section 3 The Unions involved in a disputed work assignment agree that upon request, a Union Representative shall be assigned to the dispute without delay, and all parties will make a good faith effort to resolve any contested work assignment.

Section 4 Any Jurisdictional dispute(s) regarding the Employer's original assignment of work shall be settled in accordance with one of the following procedures:

(a) A grieving signatory Local Union may request the Rhode Island Building & Construction Trades Council executive committee to convene and attempt to make a resolution of the assignment of work in dispute within forty-eight (48) hours of being contacted by the grieving signatory Local Union. Any resolution must be acceptable to all parties and will be reduced to writing and will affect this project only and will not be precedent setting. The contractor that assigned the work at issue may present any evidence or material to the executive committee that the contractor used to make its assignment within this time period. If the RIBCTC executive committee fails to reach a settlement on the matter within the prescribed period, any effected party may proceed to Step b or c of the Jurisdictional Dispute Procedure within Forty-Eight (48) hours thereafter. Nothing decided or recommended by the Executive Committee can be submitted into evidence at the subsequent jurisdictional dispute arbitration.

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(b) Where all of the parties involved have stipulated to the Plan for Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or its successor agency for disputes involving building construction, the dispute will be settled in accordance with the Procedural Rules and Decisions of that Plan.

(c) Where all parties are not bound by the same dispute resolution procedure, or where the dispute involves a difference among parties over the appropriate body with jurisdiction to decide such dispute nor in any other situation not covered in Paragraph (b) of this Section, if the dispute is not resolved among the parties within five (5) days (Saturday, Sunday, and Holidays excluded unless the assigned work will be performed on those days), anyone of the interested parties shall refer it to the named arbitrator in this Agreement.

The parties agree that the said arbitrator shall, within fourteen (14) days of such referral, conduct a hearing and render a determination of the dispute. The fee and expenses of such hearings shall be shared equally by each Union and the involved Employer. Notwithstanding the above and in order to expedite the resolution of jurisdictional disputes, all parties may, by joint written agreement, proceed with expedited arbitration for the resolution of jurisdictional disputes under this procedure and waive all of the foregoing time limits.

In such hearing, if the arbitrator determines that an agreed upon method exists to which all the 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 and in an expeditious manner.

Section 5 Any award or resolution made pursuant to Section (a) or Section (b) or (c) shall be final and binding on the disputing Unions and the involved Employer under this Agreement only, and may be enforced in any court of competent jurisdiction. Such award or resolution shall

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not establish a precedent on other construction work or projects not covered by this Agreement, except by mutual written agreement of the contesting Unions.

Section 6 In making any determinations hereunder, the arbitrator shall have no authority to assign work to a double crew, that is, to assign more employees than the minimum required to safely perform the work involved; not to assign the work to employees who are not qualified to perform the work involved. However, this does not prohibit the establishment, with the agreement of the involved Contractor and the Prime Contractor/Construction Manager, of composite crews where more than one (1) employee is needed for the job. The aforementioned arbitrator's determination shall decide only to whom the disputed work belongs and not how the disputed work is executed.

Section 7 The work shall proceed as originally assigned by the Contractor, without any interruptions, until the jurisdictional dispute is finally resolved under one of the two the applicable procedures of this Article. The award or resolution shall be confirmed in writing to the involved parties. There shall be no strike, work stoppage or interruption in protest of any such award or resolution. There shall be no back pay or any other monetary penalty assessed in the resolution of jurisdictional disputes.

## ARTICLE X

### **WAGES AND BENEFITS**

Section 1 All employees covered by this Agreement shall be classified in accordance with the work performed and paid the base hourly wage rates applicable for the respective job classifications as determined by either the United States Department of Labor, or Rhode Island Department of Labor and Training dependent upon applicable jurisdiction, and set forth in their respective local CBA attached hereto in Appendix A.

Section 2 The Contractors agree to timely pay contributions in the amounts specified in the respective local CBA to the established employee benefit funds.

Section 3 Notwithstanding anything to the contrary in this Article X of this Agreement, no contractor, who is not a party to a collective bargaining agreement, shall be required to pay any employee benefits pursuant to any collective bargaining agreement, when such contractor is already paying and providing these benefits to its employees or where said contractor shall pay such benefits as wages pursuant to the Rhode Island prevailing wage laws pursuant to either the United States Government prevailing wage laws and regulations or R.I.G.L. §37-13-1 et seq., depending on applicable jurisdiction. At no time shall any company be required to pay “double benefits” to any of its employees under the terms of this PLA or any CBA contained in Appendix A.

**ARTICLE XI**  
**HOURS OF WORK**

Section 1 Starting time shall be between 7:00 AM and 8:00 AM or will be mutually agreed upon between the Prime Contractor and the Building Trades. Providing it is permissible by determination of either the United States Department of Labor, or the State of Rhode Island Department of Labor and Training under R.I. Gen. Law 37-13-1 et seq., or the Director of the RI Department of Labor and Training has made a determination under R.I. Gen. Law § 37-13-10 waiving the payment of statutory overtime after eight (8) hour days for this Project, the regular workday may consist of five (5) eight (8) hour days Monday through Friday or four (4) ten (10) hour days Monday through Thursday commencing with the first shift on Monday.

Section 2 There is an expectation of a full and complete workday by employees. All work hours, including but not limited to, start times, break times and locations, lunch breaks, daily cleanup, and “quitting time” will be in accordance with procedures contained in the Local CBA Agreements of Trade signatory to this Agreement. Unless otherwise determined by the either the United States Department of Labor or RI Department of Labor and Training as noted in Section 1 above, any changes in the shift schedules shall be in accordance with procedures outlined in Local CBAs, and workers shall be compensated for any shift work in accordance with either the laws and regulations of the United States Department of Labor or the State of Rhode Island Department of Labor and Training under R.I. Gen. Law § 37-13-1 et seq. and their Local CBAs.

Section 3 The recognized holidays for all trades employed on this Project are standardized as follows:

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New Year's Day  
President's Day  
Memorial Day  
July 4th

Labor Day  
Columbus Day

Veterans' Day  
Thanksgiving  
Christmas

## ARTICLE XII

### **GENERAL WORK, HEALTH & SAFETY CONDITIONS**

Section 1 All parties agree to comply with the applicable provisions of existing collective bargaining agreements', and all state, federal laws and regulations, relating to job safety, health and safe work environment.

Section 2 The Owner or Prime Contractor may institute a drug policy for the employees working on the Project, provided it complies with the applicable provisions of federal and state law.

## ARTICLE XIII

### **PAYROLL DEDUCTION AUTHORIZATION**

Section 1 In addition to existing collective bargaining obligations on this Project, all Contractors agree to deduct the amount of Five (\$.05) Cents per hour worked for each hour from the weekly pay of each employee who has authorized such deductions in writing as provided in Section 2 hereof. Deductions shall be made from the pay of each employee who is or who becomes a member of any Union working on the Project and covered by this Agreement, provided such employee has voluntarily authorized the Employer to do so in writing in accordance with the "Deduction Authorization" form set forth in Appendix E.

Section 2 The allocation and authorization for such deduction is as follows:

(a) Five Cents (.05) shall be used as hourly membership dues to support the activities of the Rhode Island Building & Construction Trades Council.

Section 3 Any employer who fails to file his reports under the check-off system when the same is due and payable shall be considered in violation of this Agreement and the Rhode Island Building & Construction Trades Council shall have access to any rights and remedies within this Agreement to secure full payment of any and all monies owed under this subsection.

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**ARTICLE XIV**  
**BUILDING FUTURES**

To address projected industry workforce development deficiencies, Prime Contractor and the Rhode Island Building and Construction Trades will enter into a Memorandum of Understanding (Appendix C) that will require the parties to utilize *Building Futures* to recruit, assess, and train low-income individuals in urban areas, place them in the union apprenticeship programs of the RIBCTC, and place a percentage of these trainees on this Project.

Notwithstanding anything contained in this Article XIV or in the Memorandum of Understanding (Appendix C) attached, in the event any apprenticeship program required hereunder is deemed unenforceable, illegal, or unconstitutional by a court of competent jurisdiction, then in such event this Article shall be governed by Article XVII of this Agreement.

**ARTICLE XV**  
**HELMETS TO HARDHATS**

Section 1 The Prime Contractor and the Unions recognize a desire to facilitate the entry into the building and construction trades of United States military veterans who are interested in careers in the building and construction industry. The Prime Contractor and Unions agree to abide by the "Helmets to Hardhats" program as outlined in the Memorandum of Understanding between Building Futures, the U.S. Department of Veterans' Affairs and Veterans Industries, Employment Services Division in Providence (Addendum C) to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

Section 2 Building Futures, Prime Contractor, and Unions agree to maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

Section 3 With regard to Building Futures and Helmets to Helmets, the Prime Contractor and Unions agree that, if possible, Fifteen (15%) Percent of all employees employed on the Project will be United States military veterans, and that the parties agree to take all reasonable and necessary steps to achieve this percentage of veterans employment on the Project.

## ARTICLE XVI

### **LABOR MANAGEMENT COOPERATIVE COMMITTEE**

Section 1 The parties bound by this Agreement shall establish a local Labor Management Cooperative Committee ("LMCC") to promote harmonious labor-management relations, insure adequate communications and advance the proficiency of craft employees and the industry. This committee shall be chaired by the Prime Contractor and will meet at periodically scheduled intervals (not less than every month) for a discussion of the efficiency of the Project as is consistent with this Agreement and any amendments or addenda thereto. Participation shall be encouraged from all incumbent Owners, Contractors and Unions signatory to this Agreement. The Prime Contractor shall administer and coordinate the implementation of this Agreement, chair the LMCC, develop policies and procedures of operation, and publish meeting agenda and issue minutes of each LMCC meeting.

Section 2 The Contractor with responsibility for the performance and installation of the work shall make the specific assignment of the work, which is included in its contract. All work assignments shall be disclosed and disclosed by the Prime Contractor at a pre-job conference held in accordance with industry practice. The Contractor shall notify the Prime Contractor and the affected Unions of the assignment before starting work to be performed under this Agreement. Such work assignment shall not be changes absent the written agreement of all parties to any dispute arising over such assignment (including the Prime Contractor), or pursuant to a decision issued by an arbitrator appointed under this Agreement to hear and decide jurisdictional disputes. Should there be any formal jurisdictional dispute raised, the Prime Contractor shall be promptly notified.

Section 3 The LMCC will make every effort possible to anticipate jurisdictional conflicts and take appropriate measures, including but not limited to the awarding of work to the appropriate trade.

Section 4 The principal Union and Prime Contractor negotiations for this Agreement (i.e. Joint Administrative Committee "JAC") shall rule on any interpretations or clarifications which may be required. Such rulings or clarifications, as may be required, shall be reduced to writing, jointly signed, distributed to the signatory parties and reviewed at the next LMCC meeting. The Prime Contractor reserves the exclusive right to interpret this Agreement for and on behalf of all

signatory Employers, construction managers, contractors and subcontractors (at any tier). Such "reserved right" shall not apply to interpretations of this Agreement on behalf of the Unions.

Section 5 The functions, decisions, rulings and any directives that may be promulgated by the JAC or LMCC under this Agreement are exclusive to this Project only.

#### ARTICLE XVII

##### **GENERAL SAVINGS CLAUSE**

This Agreement represents the complete understanding of the parties pertaining to the issues within. The provisions of this Agreement (including Appendix items) are severable. Any provision of this Agreement which is illegal, prohibited or unenforceable will be ineffective to the extent of such prohibition or unenforceability without invalidating or modifying the remaining provisions of this Agreement. Any such illegal, prohibited or unenforceable provision will be reformed to the extent necessary to make it enforceable in a manner carrying out the intention of the parties as nearly as is possible.

It is further agreed that, where there is a conflict, the terms and conditions of this Project Agreement shall supersede and override terms and conditions of any and all other national, area or local collective bargaining agreements, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of International Union of Elevator Constructors, with the exception of Article VI (Work Stoppages and Lockouts); Article VII (Disputes and Grievances); and Article IX (Jurisdictional Disputes) of this Project Agreement, which shall apply to such work.

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IN WITNESS WHEREOF, the parties have caused this Agreement for construction of the Rhode Island Veterans Home in Bristol, Rhode Island to be executed and effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**PRIME CONTRACTOR**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**RI BUILDING & CONSTRUCTION  
TRADES COUNCIL**

By: *Michael F. Sablont*  
Name: Michael F. Sablont  
Title: PRESIDENT

**RHODE ISLAND VETERANS HOME PLA  
AFFILIATED UNIONS**

Heat & Frost Insulators Local 6

By: John M. Lester

Boilermakers Local 29

By: D. V. [Signature]

Bricklayers & Allied Craftsmen Local 3

By: Robert Packer

Elevator Constructors Local 39

By: Joe [Signature]

IBEW Local 99

By: Michael [Signature]

Glaziers Local 1333

By: [Signature]

Ironworkers Local 37

By: Roy A. Colombe

Rhode Island Laborers District Council  
on behalf of Local 271

By: Michael [Signature]

Painters Local 195

By: Suff [Signature]

Plaster & Cement Masons Local 40

By: [Signature]

Plumbers & Pipefitters Local 51

By: [Signature]

Roofers and Water Proofers Local 33

By: Paul Bidford

Sheetmetal Workers Local 17

By: Robt [Signature]

Sprinklerfitters Local 669

By: John P. Ligatore, on behalf of  
Shawn Broadrick

Teamsters Local 251

By: [Signature]

Carpenters Local No. 94

By: Dwight F. [Signature] on behalf of NERCC

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**APPENDIX A**

**Boilermakers** – Agreement between the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers, and Helpers and Northeastern States Boiler Maker Employers .....  
1/1/14 - 12/31/16

**Bricklayers** – Agreement between the International Union of Bricklayers and Allied Craft Workers Local #1 Rhode Island and the Rhode Island Chapter Associated General Contractors of America/Labor Relations Division .....  
6/1/14 - 5/31/18

**Elevator Workers** – Master Agreement for the International Union of Elevator Constructors .....  
7/9/14 - 7/8/17

**Glaziers** – Agreement Painters, Drywall Finishers, Glaziers and Allied Trades District Council 11 of the International Union of Painters and Allied Trades, AFL-CIO, CLC and the Painting, Decorating, Drywall Finishing, Glass and Glazing Contractors of CT, MA, and RI .....  
5/1/14 - 5/31/17

**Heat and Frost Insulators** – Agreement between the Insulation Contractors Association of New England and the Heat & Frost Insulators and Allied Workers Local No. 6 of Boston, Mass / Of the International Association of Heat & Frost Insulators and Allied Workers .....  
9/1/11 -  
8/31/15

**IBEW** – Agreement between The Rhode Island and Southeast Massachusetts Chapter, National Electrical Contractors Association and the Local Union No. 99, IBEW .....  
6/1/13 - 5/31/15

**Iron Workers** – Agreement between the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Works Local No. 37 and the Labor Relations Division of the Rhode Island Chapter, Associated General Contractors of America, Inc., and the Rhode Island Steel Erectors Association .....  
9/16/12 - 9/16/16

**Laborers** – Agreement between the Rhode Island Chapter, Associated General Contractors of America, Inc. Labor Relations Division and the Rhode Island Laborers District Council of the Laborers International Union of North America, AFL-CIO .....  
6/1/14 -  
5/31/18

**Painters** – Agreement between the Painters, Drywall Finishers, Glaziers and Allied Trades District Council 11, Painting, Decorating, Drywall Finishing, Glass and Glazing Contractors of CT, MA and RI .....  
6/1/14 – 5/31/17

**Plasterers & Cement Masons** – Agreement between the Rhode Island Chapter, Associated General Contractors of America, Inc. (Labor Relations Division) and the Operative Plasterers

*in PS*

and Cement Masons International Association, Local 40 ..... 6/7/14  
-- 6/7/17

**Plumbers & Pipefitters** – Agreement between the New England Mechanical Contractors Association and the Plumbers and Pipefitters Local 51 ..... 3/1/13 –  
8/31/16

**Roofers & Water Proofers** – Agreement between the Rhode Island Area Contractors and the United Roofers, Water Proofers and Allied Workers, Local Union No. 33 ..... 12/1/13 –  
5/31/16

**Sheet Metal Workers** – Master Agreement for the Local Union No. 17 of the Sheet Metal Workers International Association ..... 6/1/11 –  
5/31/14

**Sprinkler Fitters** – Agreement between the Sprinkler Fitters and Apprentices Local Union No. 676 Connecticut/Of the United Association of Journeymen and Apprentices/of the Plumbing & Pipefitting Industry of the United States and Canada and the National Fire Sprinkler Association.. ..... 4/1/14 –  
1/31/15

**Teamsters Ready Mix** – Master Agreement between Ready Mix Ready Mix (4/30/14-5/31/17) and Heavy and Highway Agreement (5/1/14-4/30/17) – Teamsters Joint Council No. 10 and the International Brotherhood of Teamsters

**Carpenters Local** – Agreement between the Rhode Island Chapter, Associated General Contractors of America, Inc. (Labor Relations Division) and Local Union No. 94, Carpenters ..... 6/3/13-6/2/16

*MKS*

## APPENDIX B

Items that are excluded from the Project Labor Agreement are as follows:

- A. Work of non-manual employees including, but not limited to, superintendents, supervisors, staff engineers, inspectors, surveyors, quality control and quality assurance personnel, timekeepers, security personnel, office workers, including messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory, and management employees.
- B. All employees of the Owner, the Construction Manager, contractors, the architect, engineer, or any other consultant not performing manual labor.
- C. Non-construction goods delivered and off-loaded that is related to the on-going operation of the Owner.
- D. Equipment and machinery owned or controlled and operated by DHS.
- E. As applicable to the Owner, all off-site handling of materials, equipment or machinery and all non-construction related deliveries (that are not part of the Scope of Work of the General Contractor) to and from the Project site except for dedicated lay-down or storage areas and between such locations and the Project site.
- F. Any work performed that is external to the defined Project limits and outside of the Scope of Work of this Project Labor Agreement, that is on or near or leading to or into the site of work covered by this Agreement and undertaken by DHS, the state, county, city or other governmental bodies, or their Contractors; or by public utilities or their Contractors.
- G. Warranty work and/or repair and maintenance work performed by manufactures' representatives or vendors or technical representative personnel at the request of the Owner or its agents.
- H. The utilization of Correctional Industries or other vendors who furnish directly to DHS or at the direction of DHS, pursuant to the laws of Rhode Island.
- I. Installation of systems ordinarily installed by utility service companies.
- J. When turned over to the Owner, the calibration, testing, checking and start-up of equipment or systems by the Owner or other equipment vendor representative.
- K. Any work undertaken by state, county, city or other governmental bodies.
- L. After being turned over to the Owner, the calibration, testing, checking and start-up of equipment systems by the Owner or other equipment vendor representative may be

excluded from this Agreement. The operation and maintenance of systems or partial systems, areas, or pieces of equipment, which have been turned over to the Owner, may be excluded from this Agreement.

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APPENDIX C

MEMORANDUM OF UNDERSTANDING

RECITALS

WHEREAS, the State of Rhode Island Department of Labor and Training and various other industry sources have been determined that the local skilled construction workforce in Rhode Island is aging and that demand for new skilled construction trades personnel will substantially increase over the next several years in Rhode Island;

WHEREAS, in order to meet the anticipated demands for skilled trades personnel in Rhode Island, BuildRI, the Providence Plan, Youthbuild Providence, and the Rhode Island Building & Construction Trades Council ("RIBCTC") formed *Building Futures*;

WHEREAS, *Building Futures* will recruit, assess, and train low-income individuals in urban areas, and place them in the union apprenticeship programs of the RIBCTC;

WHEREAS, the \_\_\_\_\_ Company hereinafter is the Design/Builder (hereinafter the "Design/Builder") for \_\_\_\_\_ project; a complete renovation of \_\_\_\_\_ (hereinafter the "Project") for \_\_\_\_\_ (hereinafter "\_\_\_\_\_");

WHEREAS, \_\_\_\_\_ recognizes that this Project, as well as future projects, will need highly skilled tradesmen and women to complete them timely, safely and within budget;

WHEREAS, \_\_\_\_\_ and the Design/Builder also desire to assist *Building Futures* in developing alternative career paths for the disadvantaged residents of urban areas, and particularly those within the City of Providence;

WHEREAS, to accomplish the aforesaid goals, it is desired to establish this Memorandum of Understanding ("MOU").

NOW, THEREFORE, in consideration of the foregoing and of the mutual efforts hereinafter provided the parties agree to the following:

I. PROJECT APPRENTICE UTILIZATION COMMITTEE

To execute the desires of the parties to this Agreement, the parties agree to establish a Project Apprenticeship Utilization Committee (hereinafter the "Committee") for the duration of the Project's construction.

- A. Each party to this Agreement shall appoint a member to the Committee to execute its intended purpose.

- B. By consensus, the Committee will develop a joint program outlining work items, timeline and status.
- C. The Committee will track progress on accomplishing the goals of this MOU and modify existing programming as it deems necessary.
- D. The Committee will meet quarterly, or as it determines is necessary to accomplish the aforesaid obligations.

## II. BUILDING FUTURES

The roles and responsibilities of *Building Futures* under this MOU are as follows:

- A. Recruit, assess, and place potential pre-apprenticeship and union apprenticeship applicants from urban areas within the State of Rhode Island.
- B. Train referred candidates through *Building Futures* pre-apprenticeship program.
- C. Refer eligible and qualified graduates of *Builders Futures*, when possible, to appropriate RIBCTC union apprenticeship programs.
- D. Provide case management, support services and mentoring to graduates of *Building Futures* in pre-apprenticeship and union apprenticeship after they are placed.
- E. Provide technical assistance to the Design/Builder/Contractor/Subcontractor in the form of sample bid specifications, reporting forms, and other relevant documents, in order to maximize the ability of the Design/Builder/Contractor/Subcontractor to participate in this MOU.
- F. Be available to make presentations to any subcontractor or contractor or other industry professionals hired by the Design/Builder/Contractor/Subcontractor at pre-construction conferences and other meetings needed.

## III. THE RHODE ISLAND BUILDING & CONSTRUCTION TRADES COUNCIL

The roles and responsibilities of the RIBCTC under this Agreement are as follows:

- A. The RIBCTC will provide advocacy to apprenticeship and training program coordinators and union representatives to support the goals and objectives of this Agreement.
- B. Work with *Building Futures* to actively place low-income residents that have been either assessed by, or graduated from, *Building Futures* in their individual union apprenticeship programs and thereafter place on the Project.

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IV. PRIME CONTRACTOR

The roles and responsibilities of the Design/Builder under this Agreement are as follows:

- A. Adopt a *goal* that at least **FIFTEEN PERCENT (15%)** of the labor hours worked to construct the Project shall be performed by *Building Futures* graduates, preferably from the City of Providence, and utilize good-faith efforts to achieve that goal.
- B. On a subcontractor-by-subcontractor basis, require:
  - i. A projection of the total workforce needed to accomplish the subcontractor's work, and the Project's apprenticeship utilization goal.
  - ii. A commitment from all subcontractors to use good-faith efforts to achieve apprenticeship utilization requirements that, in total, meet the Project's *goal*.
  - iii. A tracking system so that statistics on the number of apprentices and the hours worked by them can be reported to *Building Futures* at least quarterly. The system should also report apprentice utilization statistics by sub-Design/Builder for review by the Committee.
  - iv. A system that encourages all subcontractors to comply with their individual apprenticeship labor working hours goals.

OWNER

RI BUILDERS & CONST. TRADES  
COUNCIL

By: \_\_\_\_\_

By: 

BUILDING FUTURES

PRIME CONTRACTOR

By: \_\_\_\_\_

Andrew L. Cortés  
Director

By: \_\_\_\_\_

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**APPENDIX D**

**CONTRACTOR LETTER OF ASSENT**

Appendix D

**CONTRACTOR LETTER OF ASSENT**

By the execution of this document the undersigned Contractor acknowledges that the terms and conditions of the Project Labor Agreement by and between \_\_\_\_\_ the ("Prime Contractor"), and the Rhode Island Building and construction Trades council have been read and understood.

The Contractor further agrees that all work to be performed under their contract with the Prime Contractor at the **Veterans' Home project, Bristol, RI.** Project shall be bound by the provisions of the referred to Project Labor Agreement including the Contractor's obligation to settle any and all jurisdictional disputes in accordance with the procedures in this agreement.

This letter and the Contractor's obligations under the project labor agreement also supersede any and all prior agreements the Contractor may have entered into previously with any and all unions.

In signing this agreement, the undersigned (employer) agrees to be bound by all the terms and provisions of the Agreement establishing procedures in this agreement.

The Prime Contractor must send a signed copy of this letter ten days prior to the commencement of any work to be performed by all sub-contractors to the president of the building trades and offer to hold a-pre-job conference.

Contractor: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Dated: \_\_\_\_\_

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**APPENDIX E**

**DEDUCTION AUTHORIZATION**

To all employers and/or contractors by whom I am employed during on this Project, I hereby authorize such employer and/or contractor to deduct from my wages each week, five cents (\$.05) per hour for each hour worked to constitute what are known as the hourly deductions as part of my union's membership dues to the Rhode Island Building and Construction Trades Council to support any and all pro-union and pro-construction industry initiatives at that the Council determines is necessary to further the interests of our industry.

Such deductions shall be made from my earned pay on each regularly-scheduled pay day and shall be remitted to the designated depository at the same time and along with the Health, Pension, Annuity and Training Trust Fund contributions.

This authorization shall become operative upon my first day of employment on the Project and shall continue until the Project is completed.

\_\_\_\_\_  
Employee Name (Print)

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Social Security No.

Remit payment to:

Rhode Island Building & Construction Trades Council  
1808 Elmwood Avenue  
Warwick, Rhode Island 02888

*MFS*