ENGINEERING DEPARTMENT

ADDENDUM TO THE CONTRACT

for the

Mendenhall Valley Public Library
Contract No. E14-051

ADDENDUM NO.: **ONE**

CURRENT DEADLINE FOR BIDS:
April 2, 2014

PREVIOUS ADDENDA: **NONE**

ISSUED BY:
City and Borough of Juneau
ENGINEERING DEPARTMENT
155 South Seward Street
Juneau, Alaska 99801

DATE ADDENDUM ISSUED: **March 14, 2014**

The following items of the contract are modified as herein indicated. All other items remain the same. This addendum has been issued and is posted online. Please refer to the CBJ Engineering Contracts Division webpage at: http://www.juneau.org/engineering_ftp/contracts/Contracts.php

PROJECT MANUAL:

Item No. 1 ***Add,*** attached SECTION 00031 – SPECIAL NOTICE TO BIDDERS.

Item No. 2 SECTION 00100 – INSTRUCTIONS TO BIDDER, Article 4.0 RESPONSIBILITY OF BIDDERS, ***Delete and replace*** with the following:

4.0 RESPONSIBILITY OF BIDDERS. Only responsive Bids from responsible Bidders will be considered. A Bid submitted by a Bidder determined to be not responsible may be rejected. The OWNER may find a bidder to be not responsible for any one of the following reasons, but is not limited in its responsibility analysis to the following factors:

A. Evidence of bid rigging or collusion;

B. Fraud or dishonesty in the performance of previous contracts;

C. Record of integrity;

D. More than one bid for the same work from an individual, firm, or corporation under the same or different name;

E. Unsatisfactory performance on previous or current contracts includes but is not limited to:

1. Failure to provide superintendence at the project site.
2. Failure to provide project management at the project site.
3. Inability to reasonably include changed work into project schedules.
4. Inability to reasonably provide timely pricing information on changed work.
5. Inability to reasonably provide timely schedule impacts from changed work.
6. Inability to provide clear and understandable project scheduling.
7. Inability to settle construction claims at lowest possible levels.
8. Failure to notify owners about timely achievement of project milestones.

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9. Inability to provide sufficient labor to projects.
10. History of back loading construction schedules.
11. Inability to follow manufacturer specifications.
12. Failure to provide timely material delivery to the project site and to ensure sufficient material quantity to perform the work.
13. Failure to perform work to the quality standards established in the specifications.
14. Failure to coordinate, manage, schedule, or oversee the work of subcontractors.

F. Failure to pay, or satisfactorily settle, all bills due for labor and material on previous contracts. Failure to pay subcontractors in accordance with prior contracts or State law;

G. Uncompleted work that, in the judgment of the OWNER, might hinder or prevent the bidder's prompt completion of additional work, if awarded;

H. Failure to reimburse the OWNER for monies owed on any previous contracts;

I. Default under previous contracts, or failure to complete the work on previous contracts;

J. Failure to comply with any qualification requirements of the OWNER; special standards for responsibility, if applicable, will be specified. These special standards establish minimum standards or experience required for a responsible Bidder on a specific contract;

K. Engaging in any activity that constitutes a cause for debarment or suspension under the CBJ Procurement Code 53.50 or submitting a bid during a period of debarment;

L. Lack of skill, ability, financial resources, or equipment required to perform the contract; or

M. Lack of legal capacity to contract.

N. Bidders must be registered as required by law and in good standing for all amounts owned to the OWNER per Paragraph 21.0 of this Section.

O. Failure to submit a complete Subcontractor Report as required in Section 00360 – Subcontractor Report.

P. Lack of experience managing and constructing projects of similar value and complexity. Prior to determining responsibility of bidders, OWNER may request experience history of BIDDER and its employees. BIDDER shall demonstrate that it has successfully managed projects procured within a low bid environment and that those projects are of similar scope, timeline, size and cost.

Nothing contained in this section deprives the OWNER of its discretion in determining the lowest responsible bidder. Before a Bid is considered for award, a Bidder may be requested to submit information documenting its ability and competency to perform the WORK, according to general standards of responsibility and any special standards which may apply. It is Bidder's responsibility to submit sufficient, relevant, and adequate information. OWNER will make its determination of responsibility and has no obligation to request clarification or supplementary information.

By: _____
FOR Greg Smith
Contract Administrator

Total number of pages contained within this Addendum: 20

SECTION 00031 – SPECIAL NOTICE TO BIDDERS

PART 1 - GENERAL

1.1 SPECIAL NOTICE

A. Bidders are hereby alerted that this Project, Mendenhall Valley Public Library, Contract E14-051 subject to a Project Labor Agreement (PLA). It shall be understood that the PLA is an exclusive agreement between the eventual Contractor (and Subcontractors) and the organized labor unions. The City and Borough of Juneau (also known as Owner), the Engineer, and the Design Professionals of Record are not members of this agreement and play no role in its implementation or administration.

B. Bidders may contact the following individuals (as appropriate) with any questions pertaining to the provisions of the PLA, covered trades and crafts, or the specific manner in which their involvement in the PLA will be administered. A copy of each current labor agreement for the organizations below is available on a CD-ROM from the CBJ Engineering Department Contracts Office upon request – 907-586-0490. No portion of the attached Project Labor Agreement may be changed without agreement by both the Contractor and the Juneau Building and Construction Trades Council.

Directory of Unions signatory to the Mendenhall Valley Public Library, Contract E14-051 Project Labor Agreement

Union Name	Contact	Telephone	Fax	E-mail Address
Carpenters Local 1281	Kirk Perisich	907 586-3675	907 586-3671	kperisich@nwcarpentors.org
IBEW Local 1547	Rodney Hesson	907 586-3050	907 586-9614	Rhesson@ibew1547.org
Ironworkers Local 751	Paul Carr	907 563-4766	907 563-2855	iw751@alaska.net
Laborers Local 942	Tom Brice	907 586-2860	907 586-5757	tom@local71.com
Operators Local 302	Corey Baxter	907 586-3850	907 463-5464	cbaxter@iuoe302.org
Plumbers Local 262	Max Mielke	907 586-2874	907 463-5116	LU262bm@uanet.org
Teamsters Local 959	Joe Rintala	907 586-3225	907 586-1227	jrintala@akteamsters.com
Sheetmetal Local 23	Dale Welty	907 277-2457	907 277-2457	smwak@alaska.net
Sprinkler Local 669	Chris Hayes	907 283-8198	n/a	clhayes@alaska.net
Painters Local 1959	Bronson Frye	907 562-8843	907 563-8843	bfrye@local1959.org
Juneau Bldg. Trades Council	Tom Brice	907 586-2860	907 586-5757	tom@local71.com

C. A full copy of the proposed PLA is provided on the following pages.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PREAMBLE

This Agreement is entered into this _____ day of _____, 2014, by and between _____ Construction Co. (hereinafter referred to as the "Employer") and the Juneau Building and Construction Trades Council and those of its affiliated Local Unions which have signed this agreement through their duly authorized officers (hereinafter referred collectively to as the "Union" or "Unions").

The Project is defined as follows:

The Union wishes to preserve work traditionally performed by employees represented by the Unions. The Employer recognizes the need for gaining ready access to and retaining a competent work force within the local community and Alaska. The Employer also wishes to provide training and employment opportunities for local and Alaskan workers and veterans through registered, apprenticeship programs with proven track records in graduating skilled apprentices. One important objective in doing so is to ensure a ready supply of labor is also available for future City & Borough of Juneau projects and other projects The Employer also wishes to secure a cost savings by employing skilled apprentices enrolled in bona fide apprenticeship & training programs at a reduced rate.

The Unions recognize and respect the Employer's need to ensure that construction work for large scale or serial projects dependent upon each other for completion, in both the private and public sectors, proceed continuously and without interruption, as efficiently and economically as possible.

In consideration of the above, the parties agree that the construction work associated with the Mendenhall Valley Public Library, Contract E14-051, (the "Project") shall be performed by workers secured through referral halls pursuant to this Agreement. The Unions agree to such modifications to their respective construction agreements, work rules, customs and practices as are incorporated into, inherent in, or implied by this Agreement.

ARTICLE 1
PURPOSE

1.01 The purpose of this Agreement is to establish and maintain harmonious relations between all parties to this Agreement, to secure optimum productivity, to ensure an adequate supply of competent, skilled, and qualified local and Alaskan crafts people today and on future Projects, and to ensure labor stability by eliminating strikes, work stoppages, lockouts, slowdowns, or delays in the prosecution of the work undertaken by the Employer. The Parties recognize the need for the timely, cooperative completion of the Project without interruption or delay. This Agreement is intended to enhance this cooperative effort through the establishment of a framework for labor-management cooperation and stability.

1.02 The parties agree to, establish and put into practice effective and binding methods for the settlement of all misunderstandings, disputes, or grievances that may arise between the Union or

its members and the Employer so that the Project is assured of complete efficiency and continuity of operation, without slowdown or interruption of any kinds, and labor-management peace is maintained.

ARTICLE 2
EFFECTS OF OTHER AGREEMENTS

2.01 The provisions of this Agreement shall apply to the work described in Article 3, regardless of provisions of local or national union agreements and local work rules, customs and practices except where provision of other such agreements, rules, customs and practices are specifically noted or adopted elsewhere in this Agreement. Otherwise, the full and complete agreement between the signatory parties is embodied in this Agreement.

ARTICLE 3
SCOPE OF THE AGREEMENT

3.01 This Agreement shall be applicable to the recognized and accepted work falling within the historical definition of new construction under the direction of and performed by the Employer, and all contractor(s), of whatever tier who are awarded contracts for such work on the Project. Such work shall include site preparation work and dedicated off-site work specifically including supply of concrete and excavation work.

This Agreement shall not apply to field personnel or non-manual employees of the Employer including but not limited to executives, engineers, surveyors, surveyor assistants, draftsmen, supervisors, assistant supervisors, timekeepers, messengers, office workers and guards.

It is understood that this is a self-contained, stand alone Agreement and that by virtue of having become bound to this Project Agreement, neither the Employer, nor any contractors at any tier will be obligated to sign any other local, area, or national agreement.

This Agreement expressly does not apply to:

A. All employees of the public or private owner of the Project and of the Employer who do not perform manual labor.

B. Any equipment and machinery owned or controlled and operated by the public owner.

C. Any work performed on or near, or leading to or into, the Project site by governmental bodies, or their contractors, or by public utilities or their contractors (for work which is not part of the Project).

D. Off-site maintenance of leased equipment under warranty and on-site supervision of such work.

E. Delivery of items or materials is not subject to this Agreement if such materials are delivered by persons who does not perform any work on the Project site or common carriers.

3.02 Nothing in this Agreement shall limit the right of the Employer to subcontract work or to select its subcontractors. The Employer shall notify each subcontractor at whatever tier of the provisions of this Agreement, and shall require each such subcontractor performing work within the scope of this Agreement to sign and comply with the provisions of this Agreement before commencing work. Subcontractors shall sign and return the attached Letter of Assent to the Juneau Building and Trades Council.

3.03 Repairs of any defects in manufactured equipment that must be completed prior to acceptance or is covered by the warranty of the supplier or manufacturer may be supervised by the supplier's or manufacturer's personnel at the Employer's construction site.

When the warranty requirements are such as to require the repair to be completed with the supplier's or manufacturer's personnel, warranty mechanics shall supervise and perform actual work on equipment, machinery, or materials. (It is generally understood that work of the type described above is proprietary in nature. This Section shall not be utilized to circumvent the intent of this Agreement.)

ARTICLE 4
NON-DISCRIMINATION

4.01 The Employer and the Union agree that they will not unlawfully discriminate against any employee or applicant for employment because of race, creed, sex, color, age, national origin, physical, mental or sensory handicap, status as a veteran of the United States Armed Forces or membership or non-membership in the Union. This non-discrimination policy will include, but is not limited to, the following: employment, upgrading, demotions or transfer, layoff or termination, rates of pay or forms of compensation, recruitment or recruitment advertising, and selection for training, including apprenticeship.

4.02 Where the masculine or feminine gender has been used in any job classification or in any provision in this Agreement, it is used solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for the position or the benefits of any other provisions.

ARTICLE 5
MANAGEMENT RIGHTS

5.01 The Employer retains full and exclusive authority for the management of its operations, except as expressly limited by other provisions of this Agreement.

The Employer shall direct its working forces at its sole prerogative, including, but not limited to hiring, promotion, transfer, lay-off or discharge for just cause. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Employer shall utilize the most efficient method or techniques of construction, tools, or other labor-saving devices. There shall be no limitations upon the choice of materials or design. The Employer shall schedule work in accordance with applicable local collective bargaining agreements except as otherwise expressly limited in this Agreement.

5.02 Except as otherwise expressly stated in this Agreement, there shall be no limitation or restriction upon the Employer's choice of materials or design, nor, regardless of source or location, 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. The Employer may without restriction install or otherwise use materials, supplies or equipment regardless of their source. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that other personnel having special talents or qualifications may participate in the installation, check-off or testing of specialized or unusual equipment.

5.03 The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth. The Employer, therefore, retains all legal rights not specifically limited by this Agreement.

5.04 The Employer has the absolute right to select any qualified bidder for the award of contracts on this Project without reference to previous union affiliation or the existence or non-existence of any agreements between such bidder and any party to this Agreement provided, however, only that such bidder is willing, ready and able to execute and comply with this Agreement, should it be designated the successful bidder. It is agreed that all subcontractors 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, sign, and be bound by the terms and conditions of this Agreement.

ARTICLE 6
UNION REPRESENTATION

6.01 The Employer recognizes the Unions signatory to this Agreement as the sole and exclusive bargaining representatives with respect to rates of pay, hours, and other conditions of employment for the job classifications contained in the appropriate Local Union agreements and Schedule A's for this Project.

6.02 Authorized representatives of the Union shall have access to the Project provided they do not interfere with the work of employees, and further provided, that they comply with posted security and safety rules of the Project.

6.03 The selection of stewards shall be in accordance with the terms contained in the appropriate Local Union agreement, except that the Employer agrees to notify the appropriate Union twenty-four hours prior to termination of a steward, except in the case of discipline or discharge for cause. In any case in which a steward is discharged or disciplined for cause, the appropriate Union shall be notified immediately by the Employer.

For the purpose of this provision, "cause for discharge" shall mean: incompetence; unexcused absenteeism; disobedience of orders; unsatisfactory performance of duties; and violation of posted Project rules of conduct.

Stewards shall be qualified workmen assigned to a crew and shall perform the work of their craft. Activities on behalf of a Union shall not unreasonably interfere with their work for the Employer.

6.04 All employees covered by this Agreement shall be required as a condition of employment for this Project only to apply for and become members of and to maintain memberships in the respective Unions, or they may pay and remain current in the payment of such reasonable fees as are established for non-members by each Union within eight days following the beginning of their employment or the effective date of this Agreement, whichever is later. All requests to discharge an employee for failure to obtain and maintain membership or pay non-membership fees shall be in writing and the Employer agrees that it will, upon receipt of such notice, dismiss such employee or employees from their services. The Unions agree to defend any charge or suit made or brought against the Employer as the result of a request for an employee's termination or dismissal, pursuant to the provisions of this Article and to indemnify and hold the Employer harmless.

6.05 The Employer and subcontractors will deduct working membership dues, assessments and non-membership fees in the amount designated by a particular Union, provided that the employee has executed a written assignment calling for such deduction and provided it to the Employer. It is understood and agreed that the Employer assumes no liability in connection with dues or fee collection, except for ordinary diligence and care in transmittal of the monies to the appropriate Local Union. Once a month the Employer will remit to the Union the dues deducted on or before the fifteenth day of each month following the month of accrual.

ARTICLE 7
HIRING PROCEDURES

7.01 For Unions having a hiring hall or job referral system in their local agreements, the Employer agrees to be bound by such system and it shall be used exclusively by the employer. Such system must be operated in accordance with federal and Alaska law applicable at the time of hire, and the conditions set forth in this Article.

7.02 The Employer retains the right to reject any applicant for employment. The Union shall have the right to refer applicants to the Employer on a preferential basis for a limited period determined by each union's local agreement, which generally is no more than forty-eight (48) hours. The Unions have no right to compel the Employer to hire any such applicants.

7.03 The selection of applicants by a Union for referral to jobs shall be on a non-discriminatory basis and in accordance with the President's Executive Order 11246 and Title VII of the Civil Rights Act of 1964, as amended, and shall not be based on, or in any way affected by, current or previous union membership, or the lack thereof.

7.04 All of the foregoing hiring procedures, including affected apprenticeship and training, will be operated so as to permit the Employer to meet its statutory Equal Employment Opportunity obligations.

7.05 The foregoing hiring procedures shall be operated in compliance with any obligation imposed by statute requiring preference in employment for residents of Alaska.

ARTICLE 8
WORK STOPPAGES AND LOCKOUTS

8.01 During the term of this Agreement, there shall be no strikes, picketing, work stoppages, slowdowns, or other disruptive activity for any reason by the Union or by any employee and there shall be no corresponding lockout by the Employer.

8.02 The Union shall not be liable for acts of employees for which it has no responsibility. The Union will immediately instruct, order, and use the best efforts of its office to cause any member or group of members to cease any violations of this Article. When the Union complies with its obligation concerning the above described activity, it shall not be liable for unauthorized acts of its members. The failure of the Employer to exercise its rights in any instance shall not be deemed a waiver of its rights in any other instance.

ARTICLE 9
STANDARDIZED GRIEVANCE PROCEDURES

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 question 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 standardized 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 Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has 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, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The Local Union Representative and the involved Contractor shall 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 AAA 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 by 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 to him or her, and he or she shall not have authority to change, amend, add to 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.

ARTICLE 10
JURISDICTIONAL DISPUTES

10.01 There will be no strikes, no work stoppages or slowdowns, or other interference with the work because of jurisdictional disputes.

10.02 Work shall be assigned by the Employer in accordance with the procedural rules of the Impartial Jurisdictional Disputes Board or its successor agency and jurisdictional disputes will be settled in accordance with the procedure rules and decisions of the Board.

10.03 Where a jurisdictional dispute involves any Union or Employer not a party of the procedures established by the Impartial Jurisdictional Disputes Board and is not resolved between the Unions, it shall be referred for resolution to the Juneau Building and Construction Trades Council ("Council"). The nature of the dispute shall be reduced to writing, signed by the representatives of the Local Union(s) involved and presented to the Council for resolution. The Unions party to the dispute will have fifteen (15) minutes each to present their side of the argument at a special meeting of the Council scheduled as soon as possible after submission of the dispute to it by the parties, but in no event more than 5 working days thereafter. All representatives of the parties to the dispute shall leave the room after the parties' presentations and the affiliated Unions will then vote. There will be only one (1) vote per affiliate; the decision will be determined by majority vote of the affiliates present and voting. The Unions and the Employer agree to abide and be bound by the decision of the Council. The disputed work shall continue to be performed as assigned by the Employer until the dispute has been resolved. The Employer shall be held harmless against and will not be required to provide any back pay or other make whole remedy to the prevailing union in the event the Council determines that a mistake was made in the assignment(s) of work. The Employer will implement any change in work assignment (s) required by the decision of the Council, as soon as possible after receiving notice of the Council's decision.

ARTICLE 11
SAFETY AND HEALTH

11.01 The Employer and employees shall comply with all applicable provisions of state and federal laws and regulations relating to job safety and safe work practices and with the Employer's own Safety meetings will be scheduled and conducted periodically (but not less than once per week) by the Employer.

11.02 All employees shall be required to use appropriate, personal, protective equipment as is

or may be prescribed by state or federal safety and health standards or by the Employer. Failure of employees to use such equipment shall be grounds for disciplinary action including dismissal.

11.03 Where an unsafe condition is alleged to exist, the affected employee shall first notify his or her immediate supervisor who shall make any necessary corrective action. If the parties fail to resolve any difference or disagreement over the existence of such an unsafe condition or the appropriate corrective measure to be taken, the issue shall be referred for final and binding resolution under the procedures of Article 9 exclusively, which procedures shall be expedited.

11.04 No employee may be required to work in circumstances which place that employee in imminent danger of physical harm or injury, except that the employee may not make any such claim a pretext for refusing to carry out a work assignment for engaging in concerted activity in violation of Article 8.

11.05 It will not be a violation of this Agreement for the Employer to shut down a job, or a portion thereof, because, in the Employer's judgment, there exists an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked or for standby time requested by the Employer.

ARTICLE 12
WAGES, HOURS, AND WORKING CONDITIONS

12.01 Wages, Rates and Fringe Benefits.

a. All employees covered by this Agreement shall be classified in accordance with Alaska Statute Title 36, Public Contracts. This shall be applicable to all contractors and subcontractors.

b. The Employer shall make contributions to the established fringe benefit funds in the amounts designated in the appropriate Union agreement and its Schedule A.

c. When the Employer(s) contribute(s) fringe benefit payments into local, regional, or national trust funds, the Employer agrees to be bound to all lawful terms and conditions of such trust agreements, and all amendments thereto.

12.02 Workweek and Workday

a. Regular Workweek and Workday. The regular workweek shall be five consecutive days falling within Monday through Saturday. Where a single shift is worked, the regular workday shall be eight consecutive hours between 6:00 a.m. and 6:00 p.m., exclusive of a meal period of not less than one-half hour. Nothing herein shall preclude the employer from scheduling any workday in excess of eight hours or a workweek in excess of forty hours. The Employer shall determine and establish the work starting times at any time between 6:00 a.m. and 8:00 a.m. All work performed before the regular starting time or after eight consecutive hours shall be paid at the regular overtime

rate, except that under conditions beyond the control of the parties to this Agreement (such as concrete paving, concrete pouring, asphalt and road oiling work) or on work requiring special crews, or when the job or weather conditions warrant, the work starting time shall be mutually arranged to fit such conditions without penalty or premium payment. Other starting times, including staggered starting times, may be mutually agreed upon by the parties without premium pay.

b. Four-Ten Hour Workweek (4-10's) With notification to the employees prior to the end of their workweek, the Employer may schedule, with the consensus of the majority of the crew, a workweek of four (4) consecutive ten (10) hour workdays between Monday and Saturday within the standard starting times as stated in 12.01 (a) at the straight time rate of pay. Any work in excess of ten (10) hours on scheduled workdays shall be paid at the overtime rate of pay, and overtime shall be paid for any hours in excess of forty (40) in any workweek.

12.03 Meal Period. The Employer will schedule a meal period of not less than one-half hour, or more than one hour's duration at approximately the mid-point of the scheduled shift regardless of such shift duration (8, 10, or 12 hours). The Employer shall make an earnest effort not to work employees six hours without a meal period. If the Employer finds it is necessary to work employees beyond six hours without a meal period, the employees shall be allowed a later meal period, and it shall be considered time worked and paid for at the proper overtime rate.

12.04 Overtime.

a. All work performed in excess of eight consecutive hours in any one day or forty hours in any one workweek shall be paid at one and one-half times the straight time rate of pay. Saturday worked as the sixth day or Saturday worked following a holiday in any one workweek shall be paid at one and one-half times the straight time rate of pay. Employees shall be paid in accordance with the appropriate Union agreement and its Schedule A for all work performed on recognized holidays and Sundays.

b. When a shift is started at the basic rate or at the appropriate overtime rate applicable on that day, it shall be completed at that rate. There will be no restrictions upon the Employer's scheduling of overtime or the non-discriminatory designation of employees that shall be worked. There will be no pyramiding of overtime.

12.05 Holidays.

a. Recognized holidays shall be:

New Year's Day
Presidents' Day
Memorial Day (observed on the last Monday in May)
Fourth of July
Labor Day

Veteran's Day (observed on November 11)
Thanksgiving Day
Christmas Day

The holidays will be observed as set forth on the calendar.

b. All holidays, with the exception of Labor Day, may be worked. No work may be performed or scheduled on Labor Day unless an emergency situation exists.

12.06 Shift Work.

a. Shift work may be performed at the option of the Employer. The Employer shall have the sole right to establish the starting time and duration of a shift, to designate the craft or crafts performing work on a shift basis on the Project or any portion thereof, and to determine the number of employees required. Any time worked in excess of the regular shift shall be paid for at the normal overtime rate. The meal period provisions of Section 4 of this Article shall apply to both shifts.

b. On two- or three-shift operations, the work starting time for the first shift will not be established earlier than 5:00 a.m., unless an earlier starting time is mutually agreed upon. If an earlier starting time is established without such mutual consent, overtime for those hours earlier than 5:00 a.m. will be paid. When an employee is moved from one shift to another, they shall be allowed a minimum of eight consecutive hours off duty before they are required to begin work on the shift. An employee not having an eight-hour break between shifts shall be paid the overtime rate until such time as they receive an eight-hour break.

c. Employees shall remain at their designated place of work until quitting time. The parties endorse the policy of a fair day's work for a fair day's wage.

d. Scheduling and premium pay for two- or three-shift operations shall be in accordance with the appropriate local Union agreement and its Schedule A.

e. When two or three shifts are regularly established and the first or second shift cannot be worked due to conditions caused by weather, either shift may be worked in accordance with the applicable local Union agreement and its Schedule A.

12.07 Reporting Pay.

a. Any employee, applicant, or new hire who reports to work for a regular or assigned shift, and weather permitting, is not put to work, shall be paid two hours reporting time and shall remain at the job site for the two hours if required by the Employer.

b. An employee who starts to work shall be paid for not less than two hours, and if the employee works beyond two hours, the employee shall be paid for actual time worked. It shall be the Employer's prerogative whether or not to stop work.

c. Any employee who has completed a scheduled shift and is "called out" to perform special work of a casual, incidental or irregular nature, shall receive overtime pay in accordance with the applicable local Union agreement and its Schedule A.

d. Any employee who leaves the job or work location of his or her own volition or is discharged for cause shall be paid only for the time worked.

12.08 Payday.

a. Wages will be paid weekly by check on a designated day during working hours and in no case shall more than five days be held back in any one payroll week. It is agreed that included with the check shall be a stub or statement showing hours, deductions, and hourly rates of pay, with the Employer's name and address clearly stated. It is further agreed that the check issued by any Employer on this project shall be bankable or cashable in Juneau without penalty to the employee.

b. It is understood and agreed, however, that when an employee is laid off, that employee's wages become due immediately and must be paid within the day of separation provided, however, that an Employee separated after 5:00 p.m., shall be given a check prior to noon of the following day. Employees who quit or who are discharged for cause shall be paid not later than the end of the first work day following separation. Where complete payroll information is not available and the check issued is less than the total amount due, a check for the balance shall be sent to the employee's local Union office. Should the Employer fail to comply with this provision, the employee will be entitled to eight hours pay at the straight time rate of pay for each day termination pay is delayed (excluding Saturdays, Sundays and holidays). Checks not picked up by the employee shall be delivered to the appropriate Union hall.

12.09 Travel and Subsistence. Travel, daily travel, subsistence, per diem, or zone pay are not required under the provisions of this Agreement.

12.10 Work and Conduct Rules. The Employer may promulgate and post rules and regulations governing the performance of work and conduct of employees at the work site. Failure to observe the posted rules and regulations by an employee shall be grounds for discipline, including discharge.

12.11 Foreman and General Foreman.

a. The selection of craft foreman and general foremen shall be the exclusive responsibility of the Employer. Foremen and general foremen shall take directions from authorized representatives of the Employer.

b. Craft foremen may be required to work at the trade.

c. General foremen may perform incidental work at the trade.

d. Craft and general foremen shall be paid at the applicable foremen rate.

All foremen shall have the authority and responsibility to terminate any employee working under their supervision who fails to satisfactorily, competently and diligently perform his or her assigned duties.

12.12 Hazard Pay. Refer to the applicable local Union agreement.

Pre-Job Conferences: It is understood that the Employer or subcontractors at all levels working under this Project Labor Agreement shall arrange a pre-job conference with the Unions prior to the commencement of their work. Foremen and general foremen shall take orders from authorized representatives of the Employer. One of the purposes of a pre-job conference will be to establish the scope of the work in the Employer's contract. A markup conference shall be required. Such conference will include presentation of information as available to the Employer regarding jurisdictional work assignments, starting date for the work, location of the project, duration of the job, estimated peak employment, and any other conditions deemed peculiar to the particular contract or subcontract, including a general description of the nature of the work to be performed and drawings and specifications, if available. The Employer will schedule and attend all pre-job conferences and markup meetings and participate in discussions as they pertain to the terms and conditions of the Agreement. This section may be waived by mutual agreement of the parties.

ARTICLE 13
PROTECTION OF PERSON AND PROPERTY

13.01 Employees must use diligent care to perform their work in a safe manner and to protect themselves, the environment, and the property of the Employer. Failure to do so may result in immediate dismissal. The Employer shall establish and post reasonable visitor, security, and safety rules to achieve this objective.

ARTICLE 14
APPRENTICES

14.01 The owner recognizes and acknowledges that there is a need for increased training and apprenticeship opportunities in the construction industry, and that a diverse and well-trained workforce is essential to the economic and social vitality of The City & Borough of Juneau and surrounding communities as well s across the state of Alaska.

14.02 Apprentices shall be utilized in accordance with the Local Union agreement and its Schedule A and applicable law. Apprentices shall be indentured in a program through their Local Union approved by the United States Department of Labor, Office of Apprenticeship Training, Employer Labor Services, (formerly the Bureau of Apprenticeship & Training).

14.03 The Employer shall ensure that not less than fifteen percent (15%) of the total labor hours worked under this Agreement on the Project are performed by apprentices referred to in Article and Section 14.02 above.

HELMETS TO HARDHATS

14.04 The Employer and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employer and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program 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.

The Unions and Employer agree to coordinate with the Center to create and 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.

ARTICLE 15
SAVINGS AND SEPARABILITY

15.01 In the event any section or provision of this Agreement shall be declared or held to be invalid or illegal by an authorized board or court of competent jurisdiction, only the part, section, provision, or the entire agreement so held or declared invalid or illegal shall forthwith cease to be of further force and effect, and in such event either party hereto may, upon not less than thirty days written notice to the other, have the right to open negotiations for the substitution of a new section, sections, or agreement consistent with the decision of the board or court. This agreement is governed by the laws of the State of Alaska and the City and Borough of Juneau. Jurisdiction for any legal dispute arising hereunder shall be in the Superior Court for the First Judicial District in Juneau.

ARTICLE 16
ENTIRE UNDERSTANDING

16.01 The parties agree that the total results of their bargaining are embodied in this Agreement and no party signatory hereto is required to render any performance not set forth in the working of this Agreement. This Agreement may be amended only by written agreement signed by the parties hereto.

ARTICLE 17
LEGAL COMPLIANCE

17.01 Nothing in this Agreement shall be interpreted to require or result in any violation of applicable federal or state laws or regulations.

ARTICLE 18
DURATION AND APPLICATION OF AGREEMENT; DECERTIFICATION

18.01 This Project Agreement shall be effective _____, 2014, and shall continue in full force and effect until completion of the Project. This Agreement applies only to this Project. Nothing in this Agreement shall be construed to limit the ability of employees through the voting process to decertify representation by one or more Unions in accordance with state and federal law.

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

President, Juneau & Vicinity Building & Construction Trades	Date
Carpenters Local 1281	Date
International Brotherhood of Electrical Workers, Local 1547	Date
Ironworkers Local 751	Date
Laborers International Union of North America, Local 942	Date
International Union of Operating Engineers, Local 302	Date
U.A. Local 262, Plumbers and Pipefitters	Date
International Brotherhood of Teamsters, Local 959	Date
Sheetmetal Local 23	Date
Sprinkler Local 669	Date
Painters Local 1959	Date

PROJECT LABOR AGREEMENT
SUBCONTRACTOR LETTER OF ASSENT (LOA)
Mendenhall Valley Public Library, Contract No. E14-051

The Mendenhall Valley Public Library (City and Borough of Juneau contract E14-051, hereafter "CONTRACT"), is subject to a Project Labor Agreement (PLA) The Contractor and Subcontractors who are awarded the work are contractually required to sign and comply with the PLA. The PLA is included in the CONTRACT as Section 00031 – SPECIAL NOTICE TO BIDDERS.

Pursuant to the PLA, including Articles 3.02 and 5.04, the undersigned authorized representative of the Subcontractor employer acknowledges and understands that they will comply with and be bound by all of the terms and conditions of the PLA, including any present or future modifications, amendments or addenda thereto. The Subcontractor acknowledges the PLA as the singular binding Agreement for the defined Project. The PLA and this LOA shall only apply to the ***Mendenhall Valley Public Library*** *Project defined in the PLA and to no other project(s). The Subcontractor acknowledges and agrees to make contributions to the established fringe benefit funds under Article 12.01 in the amounts designated in the Appropriate Union agreement and its accompanying Schedule A.*

This LOA shall remain in effect for the duration of all work performed under the PLA, by the undersigned Employer, on the defined Project.

For the Employer (Subcontractor):

Authorized Representative (Print):

_____

*Title:*_____

Authorized Representative (Signature):

_____

*Date:*_____

*Name of Employer (Subcontractor:*_____

*License or Registration No.:*_____

*Address:*_____

*City, State, Zip:*_____

*Phone:*_____

*Fax:*_____

For the General Contractor:

Authorized Representative (Print):

_____

*Title:*_____

Authorized Representative (Signature):

_____

*Date:*_____

(A2-E12-042)

END OF SECTION