

CHECKLIST OF ISSUES TO CONSIDER IN DRAFTING A PROJECT LABOR AGREEMENT

1. Purpose

- If there is a specific date by which the project must be completed, and is it included?
- Is the need for harmonization of hours and the stabilization of wages mentioned?
- Is the need for the maintenance of labor peace mentioned along with a dedication to the mutual resolution of disputes?
- Does the clause contain a no-strike/no-lockout statement?

2. Scope of agreement

- Is it clear that the PLA is intended only to cover construction work?
- Is work that is not included clearly stated?
- Are the various projects and geographic parameters of the site well defined?
- Does language address site preparation and/or dedicated offsite work?
- Does the clause clearly state that all contractors, of whatever tier, must accept and be bound by the agreement through a letter of assent?
- Does the agreement clearly state that the property owner's employees are not covered and the PLA does not create joint-employer status?
- Is there a supremacy clause stating that the PLA supersedes all other agreements (including CBAs)?

3. Union recognition

- Are the signatory unions recognized as the sole and exclusive representatives of all craft employees?

4. Management's rights

- Is management specifically given the right to hire, promote, transfer, lay off, or discharge employees, subject only to the provisions of the agreement?
- Is just cause protection granted?
- Are restrictions on output, crew size, or the introduction of technology prohibited?

5. Referral of employees

- Do signatories agree to use the referral procedures maintained by the unions?
- Is there a provision for unions that do not have an established referral system?
- Is there a nondiscrimination clause in the agreement?
- Is there a period (e.g., 48 hours) after which contractors may seek labor from other sources if the union is unable to fulfill a request?
- Is there language relating to the appointment of foremen?
- Does the agreement allow for testing or evaluation for those who require special skills?
- Is there a "key man" or core personnel provision?
- Is there a clause that prohibits the union from reassigning project employees to another site?
- Is there a provision for the reemployment of individuals who quit or are terminated for cause, e.g., ineligibility to return to the site for 90 days?

6. Apprentices and trainees

- Is there language about the employment of apprentices?
- Does the PLA allow for a uniform journeyman/apprentice ratio?
- Are helpers, trainees, or other sub-journeymen allowed on the project?
- Is the ratio of these other trainees defined?
- Are apprentice or trainee wages defined in the PLA?
- Does the PLA establish any special program for the recruitment or training of apprentices or other trainees, such as minority or female targeting, or a school-to-work program?

7. Wages and benefits

- Does the PLA contain any direct concessions on wages?
- Does the PLA contain any direct concession on overtime pay?
- Does the PLA limit forms of premium pay, such as travel time, high time, etc.?
- Does the agreement limit the joint funds to which contractors must contribute?
- Does the agreement limit amounts to be contributed to straight-time wages?

8. Work rules

- These are unique to each project, but may include such matters as rules on the use of equipment, smoking, absenteeism, etc.
- Often this section is used as a residual category for items that do not fit easily into other sections.

9. Work stoppages and lockouts

- Is there strong language prohibiting strikes and lockouts, as well as other types of job actions, e.g., slowdowns?
- Is striking allowed over certain matters, such as delinquency in payments to joint funds?
- If striking is allowed, is it limited in any way (e.g., must not be accompanied by picketing, hand billing, etc.)?
- Is notice required for striking?
- Is there a procedure for determining if a proscribed job action has occurred, and for enforcing the no-strike/no-lockout clause?

10. Grievances and arbitration

- Does the agreement contain a grievance and arbitration procedure?
- Are arbitrators named in the PLA?
- If not, is the source of arbitrators (e.g., AAA, FMCS) defined?
- Does the agreement define the types of disputes or grievance that are subject to the procedure?
- Are exceptions made to the grievance/arbitration procedure for industries that have their own settlement procedures?
- Is the procedure, including the number of steps and individuals involved, clearly defined?
- Is the employer allowed access to the grievance procedure?
- Are limits to the arbitrator's authority defined?

11. Jurisdictional disputes

- Does the PLA reference the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry?
- Is a provision made for parties that are not stipulated to the plan?

- Are pre-job conferences required to work out jurisdictional issues?

12. Union security

- Is there a requirement to join the appropriate union within the statutorily defined period?
- Is there a maintenance of membership provision?
- Is an exception made if the project is in a “right-to-work” state?

13. Union representation

- Is provision made for access to the project by union officials?
- Are the rules for union access defined?
- Are rules governing stewards defined?

14. Hours of work

- Is the workday defined?
- Are hours of work standardized across crafts?
- Are break times defined?
- Are any statements about overtime or overtime distribution included?
- Are there provisions for shift work and/or flex time?
- Are uniform holidays specified?
- Are rules concerning the celebration of holidays that fall on weekends defined?
- Is there a provision for make-up time?

15. Subcontracting

- Is subcontracting restricted to those willing to sign a letter of assent?

16. Safety and health

- Are any special safety programs or safety committees specified in the agreement?
- Are employees required to receive special safety training or be certified in particular safety procedures?
- Is a drug and alcohol abuse monitoring or prevention program specified?
- Is immediate dismissal allowed for safety violations?

17. Saving clause

- Does the clause preserve the contract if any particular provision is voided by a court of law?
- Does the clause require the parties to negotiate a substitute agreement for any provision voided under law?

18. Term of agreement

- Are the start and end dates of the project clearly defined?
- Is there a provision for rework or a contractor’s subsequent involvement with the project