52.222-34 Project Labor Agreement.

As prescribed in 22.505(b)(1), insert the following clause:

Project Labor Agreement (Jan 2024)

(a) *Definitions*. As used in this clause-

Construction means *construction*, reconstruction, rehabilitation, modernization, alteration, conversion, extension, repair, or improvement of buildings, structures, highways, or other real property.

Labor organization means a *labor organization* as defined in 29 U.S.C. 152(5) of which building and *construction* employees are members.

Large-scale construction project means a Federal *construction* project within the *United States* for which the total estimated cost of the *construction* contract(s) to the Federal Government is $35 million or more.

Project labor agreement means a pre-hire collective bargaining agreement with one or more *labor organizations* that establishes the terms and conditions of employment for a specific *construction* project and is an agreement described in 29 U.S.C. 158(f).

(b) The Contractor *shall* maintain in a current status throughout the life of the contract the *project labor agreement* entered into prior to the award of the contract.

(c) *Subcontracts*. The Contractor *shall* include the substance of this clause, including this paragraph (c), in subcontracts with subcontractors engaged in *construction* on the *construction* project.

(End of clause)

Alternate I (Jan 2024) . As prescribed in 22.505 (b)(2), substitute the following paragraphs (b) through (f) for paragraphs (b) and (c) of the basic clause:

(b) The Contractor *shall—*

(1) Negotiate or become a party to a *project labor agreement* with one or more *labor organizations* for the term of this *construction* contract; and

(2) Submit an executed copy of the *project labor agreement* to the *Contracting Officer* as required in the *solicitation*.

(c) The *project labor agreement* reached pursuant to this clause *shall-*

(1) Bind the Contractor and subcontractors engaged in *construction* on the *construction* project to comply with the *project labor agreement*;

(2) Allow the Contractor and all subcontractors to compete for contracts and subcontracts without regard to whether they are otherwise parties to collective bargaining agreements;

(3) Contain guarantees against strikes, lockouts, and similar job disruptions;

(4) Set forth effective, prompt, and mutually binding procedures for resolving labor disputes arising during the term of the *project labor agreement*;

(5) Provide other mechanisms for labor-management cooperation on matters of mutual interest and concern, including productivity, quality of work, safety, and health; and

(6) Fully conform to all statutes, regulations, Executive orders, and agency requirements.

(d) Any *project labor agreement* reached pursuant to this clause does not change the terms of this contract or provide for any price adjustment by the Government.

(e) The Contractor *shall* maintain in a current status throughout the life of the contract the *project labor agreement* entered into pursuant to this clause.

(f) *Subcontracts*. The Contractor *shall* require subcontractors engaged in *construction* on the *construction* project to agree to any *project labor agreement* negotiated by the prime contractor pursuant to this clause, and *shall* include the substance of paragraphs (d) through (f) of this clause in subcontracts with subcontractors engaged in *construction* on the *construction* project.

Alternate II (Jan 2024). As prescribed in 22.505 (b)(3), substitute the following paragraphs (b) through (f) for paragraphs (b) through (f) of the basic clause:

(b) When notified by the agency (*e.g.*, by the notice of intent to place an order under 16.505(b)(1)) that this order will use a *project labor agreement*, the Contractor *shall* negotiate or become a party to a *project labor agreement* with one or more *labor organizations* for the term of the order. The *Contracting Officer shall* require that an executed copy of the *project labor agreement* be submitted to the agency—

(1) With the order *offer*;

(2) Prior to award of the order; or

(3) After award of the order.

(c) The *project labor agreement* reached pursuant to this clause *shall*—

(1) Bind the Contractor and subcontractors engaged in *construction* on the *construction* project to comply with the *project labor agreement*;

(2) Allow all contractors and subcontractors to compete for contracts and subcontracts without regard to whether they are otherwise parties to collective bargaining agreements;

(3) Contain guarantees against strikes, lockouts, and similar job disruptions;

(4) Set forth effective, prompt, and mutually binding procedures for resolving labor disputes arising during the term of the *project labor agreement*;

(5) Provide other mechanisms for labor-management cooperation on matters of mutual interest and concern, including productivity, quality of work, safety, and health; and

(6) Fully conform to all statutes, regulations, Executive orders, and agency requirements.

(d) Any *project labor agreement* reached pursuant to this clause does not change the terms of this contract or provide for any price adjustment by the Government.

(e) The Contractor *shall* maintain in a current status throughout the life of the order any *project labor agreement* entered into pursuant to this clause.

(f) *Subcontracts*. For each order that uses a *project labor agreement,* the Contractor *shall*—

(1) Require subcontractors engaged in *construction* on the *construction* project to agree to any *project labor agreement* negotiated by the prime contractor pursuant to this clause; and

(2) Include the substance of paragraphs (d) through (f) of this clause in subcontracts with subcontractors engaged in *construction* on the *construction* project.

Parent topic: 52.222 [Reserved]