

### WALMART MULTI-PROJECT LABOR AGREEMENT

This Project Labor Agreement ("Agreement") is entered into by and between Walmart and their subsidiaries as Owners and each of their General Contractors on behalf of themselves and each of their contractors, subcontractors of whatsoever tier performing construction work on said project, and each of the undersigned labor organizations signatory hereto.

Whereas, Owner is the owner of real property located throughout Northern Illinois ("Site" or "Sites"), for which it desires to enter into various agreements for the construction of retail sales facilities ("Project" and/or "Projects"), and because of the size, scope, cost and duration of these Projects, the parties to this Agreement have determined that it is in their interest to have the Projects completed in the most timely, productive, economical and orderly manner possible, and without labor disruptions of any kind that might interfere with, or delay, the Projects; and,

Whereas, the parties have determined that it is desirable to eliminate the potential for friction and disruption of the Projects by using their best efforts and ensuring that the work (as hereinafter defined, the work) is performed by the trade unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work. Experience has proven the value of such cooperation, and that such mutual undertakings should be maintained, and if possible, strengthened, and that the ultimate beneficiaries remain the owners of the Project; and,

Whereas, the Owner and General Contractor acknowledge that each of them has a serious and ongoing concern regarding labor relations associated with the project and through its completion irrespective of the existence of a collective bargaining relationship with any of the signatory labor organizations:

NOW THEREFORE, in order to further these goals and objectives and to maintain the spirit of harmony, labor-management cooperation and stability, the parties agree as follows:

1. During the term of this Agreement, Owner and General Contractor shall not contract or subcontract, nor permit any other person, firm, company, or entity to contract or subcontract, any construction, demolition, rehabilitation or renovation work for the Project work covered under this Agreement or within the trade jurisdiction of the signatory labor organization, to be performed at the Site of construction or off site solely for installation at the Sites (See Appendix "A" for "Description of Work", including all tenant improvements, if applicable), unless such work is performed only by a person, firm or company signatory, or willing to become signatory, to the applicable area-wide collective bargaining agreement(s) with the union(s) or the appropriate trade/craft union(s) or subordinate body or affiliate of the appropriate geographical Building & Construction Trades Council ("Council") or the local labor organization affiliated with the appropriate local area Teamsters' Joint Council. (See Appendix "B" for a listing of the local Building & Construction Trades Councils by geographical area.) Copies of all such current collective bargaining agreements constitute Appendix "C" of this Agreement, attached hereto and made an integral part hereof, and as may be modified from time to time during the term of this Agreement. Said provisions of this Agreement shall be included in all Requests for Bids and/or Proposals and shall be explicitly included in all contracts or subcontracts of whatsoever tier by all contractors and subcontractors. This Agreement shall cover all Projects constructed or remodeled within the geographic area described in Appendix "B". Notwithstanding anything to the contrary contained herein, the parties hereto recognize that Owner from time to time may perform rehabilitation or renovation work to its existing retail facilities located within the geographical boundaries covered by this Agreement, to the extent that such rehabilitation or remodel work does not exceed \$5,000; such work shall not be covered by this Agreement.

2. With respect to a contractor or subcontractor who is the successful bidder, but is not signatory to the applicable collective bargaining agreement, the collective bargaining agreement(s) executed by said bidder shall be the relevant area-wide agreement(s) regulating or governing wages, hours and other terms and conditions of employment.

3. During the term of this Agreement, Project contractors and sub-contractors shall engage in no lockout at the Site.

4. During the term of this Agreement, no labor organization signatory hereto, or any of its members, officers, stewards, agents, representatives, or employees shall instigate, authorize, support, sanction, maintain, or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption of production, or in any picketing of the Site for any reason whatsoever, including but not limited to the expiration of any of the collective bargaining agreements referred to on Appendix B. In the event of an economic strike or other job action upon the termination of an existing collective bargaining agreement, in no event shall any adverse job action be directed against the Project or any of the contractors performing work at the Project Site. Rather, all provisions of the subsequently negotiated collective bargaining agreement shall be retroactive for all employees working at the Project Site, provided such a provision for retroactivity is contained in the newly negotiated collective bargaining agreement. Additionally all labor organizations signatory hereto and all offsite member officers, stewards, agents, representatives, and employees shall abide by all rules promulgated by Wal-Mart for the site to the extent not otherwise inconsistent with the provisions of the attached applicable collective bargaining agreement.

5. Each Union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 4, and that in the event any such act takes place or is engaged in by any employee or group of employees, each Union signatory hereto further agrees that it will use its best efforts (including its full disciplinary power under its Constitution and/or By-Laws) to cause an immediate cessation thereof.

6. Any contractor or subcontractor signatory or otherwise bound stipulated or required to abide by and to any provisions of this Agreement shall have the right to discharge or discipline any employee who violates the provisions of this Agreement. Such discharge or discipline by a contractor or subcontractor shall be subject to the Grievance/Arbitration procedure of the applicable collective bargaining agreement only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be disturbed. Work at the Site shall continue without disruption or hindrance of any kind during any Grievance/ Arbitration procedure.

7. The parties expressly authorize a court of competent jurisdiction to order appropriate injunctive relief to restrain any violation of this Agreement or to rescind this agreement in the event of a material breach; any form of self-help remedy is expressly forbidden. Nothing in the foregoing shall restrict any party to otherwise judicially enforce any provision of its collective bargaining agreement between any labor organization and a contractor with whom it has a collective bargaining relationship. Additionally, the parties hereto recognize that Owner's employees will be performing work inside the Project prior to the Grand Opening of the Facility.

8. The parties hereto recognize that all work performed by the employees of Owner shall be excluded from the scope of this agreement, including by way of example the work described on Appendix F.

9. In the event a dispute shall arise between any contractor or subcontractor of the Project and any signatory labor organization and/or fringe benefit fund established under any of the appropriate collective bargaining agreements as to the obligation and/or payment of fringe benefit contributions provided under the collective bargaining agreement, upon proper notice to the contractor(s) or subcontractor(s) by the applicable labor organization or fringe benefit fund and to the Company, an amount sufficient to satisfy the amount claimed shall be withheld from the contractor's or subcontractor's regularly scheduled periodic payment from the Company, or their agents until such time as said claim is resolved.

10. In the event of a jurisdictional dispute by and between any labor organization signatory hereto, such labor organizations shall take all steps necessary to promptly resolve the dispute. In the

event of a dispute relating to trade or work jurisdiction, all parties, including the employers, contractors or subcontractors, agree that a final and binding resolution of the dispute shall be resolved as follows:

a.) Representatives of the affected trades shall meet on the job site within forty-eight (48) hours after receiving notice in an effort to resolve the dispute. (In the event there is a dispute between local unions affiliated with the same International Union, the decision of the General President, or his/her designee, as the internal jurisdictional authority of that International Union, shall constitute a final and binding decision and determination as to the jurisdiction of work.)

b.) If no settlement is achieved subsequent to the proceeding Paragraph, the matter shall be referred to the local geographical Building & Construction Trades Council, which shall meet with the affected trades within forty-eight (48) hours subsequent to receiving notice. An agreement reached at this Step shall be final and binding.

c.) If the dispute is located in Cook County, in the event no settlement agreement is reached during the proceedings contemplated by Paragraph "a" or "b" above, the matter shall be immediately referred to the Joint Conference Board, established by the Standard Agreement between the Construction Employers' Association and the Chicago & Cook County Building & Construction Trades Council, which may be amended from time to time, for final and binding resolution of said dispute. Said Standard Agreement is attached hereto as Appendix "D-1" and specifically incorporated into this Agreement.

d) If the dispute is not in Cook County, the dispute shall be referred to the Plan for the Settlement of Construction Industry Jurisdictional Disputes ("National Plan"). Said National Plan is attached hereto as Appendix "D-2" and specifically incorporated into this Agreement.

11. This Agreement shall be incorporated into and become part of the collective bargaining agreements between the Unions signatory hereto and contractors and subcontractors. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NT 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 the International Union of Elevator Constructors with the exception of the content and subject matter of Articles V, VI and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.

12. The parties agree that in the implementation and administration of this Agreement, it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of labor relations disputes arising out of this Agreement. To that end, each party hereto agrees to designate, in writing, a representative to whom problems can be directed which may arise during the term of this Agreement. Within forty-eight (48) hours after notice of the existence of any problem, representatives of each party shall meet to discuss and, where possible, resolve such problems. Representatives may attend such meeting(s) via teleconference. The representative of the signatory unions shall be the President, or his/her designee, of the applicable local Building & Construction Trades Council. The representative of Owner shall be the Vice President of Construction or his/her designee and the representative of the General Contractor/Construction or Project Manager shall be as designated in writing by the General Contractor/Manager at the commencement of the Project.

13. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of this Agreement enforceable. This Agreement, as thus amended, shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent

jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.

14. Owner and General Contractor, on behalf of themselves and their contractors and subcontractors agree that the applicable substance abuse policy (i.e., drug, alcohol, etc.) applicable to the employees working on the Project shall be that as contained, or otherwise provided for, in the area-wide collective bargaining agreements attached at Appendix "E" to this Agreement. Nothing in the foregoing shall limit the Owners and/or General Contractor, its contractors or subcontractors from instituting its own substance abuse policy governing other employees performing work on the Project not otherwise covered under this Agreement. In the event there is no substance abuse policy in the applicable collective bargaining agreement, the policy adopted by the Owners and/or General Contractor shall apply.

15. The parties agree that during the term of this Agreement, all contractors and subcontractors agree to contribute the below stipulated amounts per hour worked under each of the collective bargaining agreements to the Chicago & Cook County Construction Industry Labor-Management Cooperation Committee Trust established by the Chicago & Cook County Building & Construction Trades Council:

June 1, 2010 through May 31, 2011  
Each June 1st thereafter

\$0.10 per hour  
Add an additional \$0.05 per hour

Complimentary with the purposes of the Trust, the parties 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 parties agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter referred to as the "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 parties also 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 parties will give appropriate credit to such veterans for bona fide, provable past experience, in the building and construction industry.

The parties agree that all contractors working on the construction site shall utilize the maximum number of apprentices on covered projects as permitted under the terms of its collective bargaining agreement attached hereto.

16. As the parties also recognize the importance of representation of minorities in the building and construction trades, the parties agree that during the term of this Agreement, the parties will work together and independently, using all reasonable efforts, to provide increased employment opportunities for minority workers and to provide minority apprenticeship opportunities for this Project.

17. The parties agree that this agreement shall remain in effect for a term of three (3) years.

18. This document, with each of the Attachments, constitutes the entire agreement of the parties and may not be modified or changed except by the subsequent written agreement of the parties.

19. All parties represent that they have the full legal authority to enter into this Agreement.

The undersigned, as the Owner, General Contractor and Labor Organizations on the Project, agree to all of the terms and conditions contained in this Agreement.

Dated this the 16 day of JUNE, 2010 in Chicago, Cook County, Illinois.

On behalf of Owner:



16 JUN 10

Its Duly Authorized Officer

Name of Appropriate and Applicable Building & Construction Trades Council:

\_\_\_\_\_  
(Insert Name of local Building & Construction Trades Council)

Participating Affiliated Local Labor Organizations:

On behalf of \_\_\_\_\_  
(Insert Name of Labor Organization)

\_\_\_\_\_  
Its Duly Authorized Officer

On behalf of \_\_\_\_\_  
(General Contractor/Construction Manager)

\_\_\_\_\_  
Its Duty Authorized Officer

APPENDIX "A"  
DESCRIPTION OF WORK



APPENDIX "B"  
NAMES OF GEOGRAPHICAL AREA BUILDING AND CONSTRUCTION TRADES COUNCILS AND  
TEAMSTERS' JOINT COUNCILS

APPENDIX "C"  
AREA-WIDE COLLECTIVE BARGAINING AGREEMENT(S)

APPENDIX "D" STANDARD AGREEMENT  
and  
PLAN FOR THE SETTLEMENT OF CONSTRUCTION INDUSTRY  
JURISDICTIONAL DISPUTES ("NATIONAL PLAN")

APPENDIX "E"  
SUBSTANCE ABUSE POLICY  
(If not otherwise provided in local area collective bargaining agreement)

**APPENDIX "F"**  
**Work Performed by Wal-mart Associates in a New Store Project**

1. **Fixturization** - Includes unloading fixtures from carriers and building of sales floor gondolas for any grocery, apparel, consumable, home, entertainment or general merchandise area of the store or any specialty area. This includes all fixtures, manufacturer racks, showcases, shelving, pegboard, peg hooks, major metal and minor metal fixtures and accessories. Fixtures are placed based upon a merchandise blueprint of the sales floor.
2. **Modular Work** - Placement of fixtures in the correct location within the gondola or rack to meet the modular requirements. Includes installation of shelf label holders, shelf labels, flags, fact tags, signing, fixture accessories and building or installation of any displays required by the modular for presentation of the merchandise.
3. **Merchandising** - Stocking of shelves with merchandise based on modular information. Also placing merchandise on end cap features, high capacity end caps, grocery end caps, clip strips, sidekicks, grocery sidekicks or other manufacturer racks to make the merchandise presentable for the customer.
4. **Systems Installation** - Installation of all Point of Sale Equipment, Handheld Scanners, Office Systems equipment, and all peripheral equipment required to operate the store.
5. **Signing** - Placement of Point of Purchase signing throughout the store based upon instructions either from the modular or corporate signing direction.
6. **Receiving** - Unloading merchandise from carriers and placing merchandise on the sales floor for stocking purposes.



202-970-0000  
Best Buy, Home Depot, Lowe's, Menards, Sears, Target, Wal-Mart, and Walmart Supercenters  
www.walmart.com

Side Agreement Regarding Fixturization Work

Pursuant to Paragraph 1 of Appendix F of the June, 2010 Multi-Project Labor Agreement ("the Agreement") executed between the parties, the parties hereby agree that on new store construction projects performed pursuant to the Agreement, the Fixturization work described in Paragraph 1 of Appendix F of the Agreement will be assigned to the appropriate labor organizations pursuant to the other terms of the Agreement. On renovation or remodel projects, however, Walmart may elect pursuant to Appendix F to use its own associates in the performance of such work.

Walmart

Building and Construction Trades Council

By: [Signature]

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

Date: 16 JUN 10

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

# ILLINOIS AFL-CIO BUILDING TRADES COUNCIL JURISDICTIONS

- 1. **Chicago & Cook County Building Trades**  
Tom Villanova, President – 312/372-2049
- 2. **DeKalb Building Trades**  
Matt Swanson, President – 815/873-8875
- 3. **DuPage Building Trades**  
Mike Derrico, President – 630-393-1074
- 4. **Fox Valley Building Trades**  
Scott Roscoe, President – 630-978-4501
- 5. **Kankakee Building Trades**  
Steve Magruder, President – 815-935-5533
- 6. **Lake County Building Trades**  
Lynn Karner, President – 815-759-5900
- 7. **McHenry Building Trades**  
Tom McTavish, President – 847-854-7200
- 8. **Northwestern Illinois Building Trades**  
Brad Long, President – 815-263-2865
- 9. **Will & Grundy Counties Building Trades**  
Ron Zier, President – 815-729-1002

