

PROJECT LABOR AGREEMENT

BETWEEN

WHITING-TURNER/WALSH JOINT VENTURE

Mid Atlantic Regional Council of Carpenters
AND

(Name of Union)

Washington, D.C. and Vicinity
et al.

FOR THE

1800 F STREET MODERNIZATION
1800 F STREET, N.W.
WASHINGTON, D.C. 20407

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ARTICLE 1 - PREAMBLE

WHEREAS, Whiting-Turner/Walsh Joint Venture (hereinafter "WT/W") on behalf of itself, as the Prime Contractor ("Contractor") and the Labor Organizations signatory hereto ("Local Unions"), on behalf of their constituent memberships, desire to provide for the efficient, safe, quality and timely completion of the 1800 F Street Modernization project, 1800 F Street, N.W., Washington, D.C., GSA Contract No. GS11P10MKC0025, (the "Project") in a manner designed to afford competent labor and reasonable costs to the General Services Administration ("Owner") and to maximize employment and apprenticeship opportunities for women and minorities.

WHEREAS, this Project Labor Agreement will foster the achievement of these goals, *inter alia*, by:

- (1) Satisfying all of the requirements of the contract with the Owner by providing timely and quality service;
- (2) Ensuring a reliable source of skilled and experienced labor;
- (3) standardizing the terms and conditions governing the employment of labor on the Project governed by this Project Labor Agreement;
- (4) permitting wide flexibility in work scheduling and shift hours and times; from those which otherwise might apply;
- (5) receiving negotiated adjustments as to work rules and staffing requirements from those which otherwise might apply;
- (6) providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;
- (7) avoiding the costly delays of potential strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, demonstrations, interruptions, lockouts or other disruptive activity of any kind whatsoever arising from work disputes, and promote labor harmony and peace for the duration of the Project;

(8) furthering public policy objectives as to improved employment opportunities for minorities, women, veterans and the economically disadvantaged in the construction industry;

(9) expediting the construction process; and

(10) promoting a productive, positive work environment.

WHEREAS, the Unions desire the stability, security and work opportunities afforded by a Project Labor Agreement;

NOW, THEREFORE, the Parties enter into this Agreement:

SECTION 1. PARTIES TO THE AGREEMENT

This is a Project Labor Agreement ("Agreement") entered into by and between WT/W and its successors and assigns, and the signatory unions ("Local Unions" or "Local Union"), on behalf of themselves and their members, for certain construction work to be performed at the Project. This Agreement shall only be binding on the signatory parties hereto and shall not apply to their parents, affiliates or subsidiaries. Furthermore, Contractors are not required to be a party to a labor agreement with any Labor Organization other than for the Project covered by this Agreement.

ARTICLE 2 - GENERAL CONDITIONS

SECTION 1. DEFINITIONS

- a. The term "Labor Organization" will have the same definition as set forth in the National Labor Relations Act, as amended 29 U.S.C. §§151 *et seq.* ("NLRA").
- b. The Union parties and the Local Unions are referred to singularly and collectively as "Union(s)" or "Union" or "Unions."
- c. "Local Unions" or "Local Union" means one or more Unions signatory to this Agreement;
- d. "Contractor(s)" or "Contractor" or "Contractors" shall include the Prime Contractor, and its subcontractors of whatever tier, engaged in on-site Project construction work within the scope of this Agreement as defined in Article 3 and within the scope of GSA Contract No. GS11P10MKC0025.

- e. "Craft Employee" or "Craft Employees" means those manual construction employee(s) (not excluded by Article 3, Section 2.) of a Contractor provided said employee(s) perform Craft Work on the Project within the scope of GSA Contract No. GS11P10MKC0025 at the Project site.
- f. "Jurisdictional Dispute" means any claim by a Union that a task or item included in work covered by this Agreement should be performed by Craft Employees represented by that Union rather than Craft Employees represented by another Union, including any claim that a subcontract or other assignment of covered work made or issued by a Contractor to another Contractor that employs trades represented by another Union should be assigned or issued to a Contractor employing trades represented by the complaining Union or any claim for wages and/or benefits by a Union for Craft Work performed on the Project by another Union.
- g. "Craft Work" means the construction work performed pursuant to the contract between WT/W and the Owner (GSA Contract No. GS11P10MKC0025) for the construction project which is the subject of this Agreement provided said work is performed on the Project at the Project site and provided such work is performed by Craft Employees.
- h. "Prime Contractor" or "Prime Contractors" means a contractor who is in privity of contract with WT/W for Craft Work to be performed on the Project pursuant to GSA Contract No. GS11P10MKC0025.

SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

The Agreement shall not become effective unless a Full Project Scope of Work Notice to Proceed is issued by the Owner and unless this Agreement is executed by WT/W and the Local Unions.

Thereafter, the Agreement will remain in effect until the completion of the Project.

SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on the signatory Local Unions and their members, WT/W and all Contractors performing on-site Project work. WT/W will require that any Contractor shall include in any subcontract that they let, for Craft Work to be performed on the Project at the Project site during the term

of this Agreement, a requirement that they and their subcontractors, of whatever tier, be bound by this Agreement with respect to subcontracted work performed within the scope of Article 3. It is agreed that all Contractors of whatever tier who have been awarded contracts for work covered by this Agreement shall execute the Letter of Assent (Schedule A) prior to commencing work, as defined in Article 3. This Agreement shall be administered by WT/W.

SECTION 4. SUPREMACY CLAUSE

This Agreement represents the complete understanding of all signatories. This Agreement supersedes any national agreement, local agreement or other Collective Bargaining Agreement to which any Contractor may already be signatory, of any type which would otherwise apply to work performed on this Project, in whole or in part, and supersedes any terms in any other Collective Bargaining Agreement that may conflict or differ from the terms of this Agreement. If any Collective Bargaining Agreement to which a Contractor may already be signatory contains provisions that are not covered by this Agreement, such provisions shall be binding on the parties to that Collective Bargaining Agreement and the employees covered thereby for work on the Project. Where a subject covered by the provisions, explicit or implicit, of this Agreement is also covered by a Collective Bargaining Agreement, the provisions of this Agreement shall prevail. It is further understood that no Contractor shall be required to agree to any other union labor agreements as a condition of performing work on this Project. No practice, understanding or agreement between a Contractor and a Local Union which is not explicitly set forth in this Agreement shall be binding on the Project unless endorsed in writing by WT/W and the Local Unions.

SECTION 5. LIABILITY

The liability of WT/W and any Contractor and the liability of any Union under this Agreement shall be several and not joint. WT/W and any Contractor shall not be liable for any violations of this Agreement by any other Contractor and the Local Unions shall not be liable for any violations of this Agreement by any other Labor Organization.

SECTION 6. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS

The Local Unions agree that this Agreement will be made available to, and will fully apply to, any successful bidder, or Contractor for Craft Work, without regard to whether that successful bidder or Contractor performs work at other sites on either a union or non-union basis, without regard to whether the bidder or Contractor is signatory to a Collective Bargaining Agreement, and without regard to whether employees of such successful bidder or Contractor are, or are not, members of any union or Labor Organization.

ARTICLE 3 - SCOPE OF THE AGREEMENT

The Project work covered by this Agreement shall be defined and limited by the following sections of this Article.

SECTION 1. WORK COVERED

This Agreement and any previously signed Collective Bargaining Agreements shall apply only to Craft Work performed by Craft Employees on the Project at the Project site by Contractors of whatever tier.

The geographic jurisdiction of this Agreement shall be limited to the Project's "Foot Print" or physical boundaries of the Project Site.

Contractor(s) agree to be bound by this Agreement and the terms of their Collective Bargaining Agreements with the Local Unions, if any, solely for Craft Work performed on the Project.

SECTION 2. EXCLUDED EMPLOYEES

The following persons are not subject to the provisions of this Agreement, even though performing work on the Project:

- a. Superintendents, supervisors, forepersons, engineers, inspectors and testers, safety quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, non-manual employees, and all professional, engineering, administrative and management persons;

- b. Employees of Owner or any State or federal agency, authority or entity or employees of any municipality or other public employer or employees of their respective agents or contractors except Contractors performing Craft Work pursuant to GSA Contract No. GS11P10MKC0025;
- c. Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of project components, materials, equipment or machinery, or involved in deliveries to and from the Project site.
- d. Employees of WT/W, excepting those Craft Employees performing Craft Work on the Project at the Project site;
- e. Employees engaged in on-site equipment warranty by or for the manufacturer or supplier in a supervisory capacity (or the warranty work itself if such work would involve extensive training);
- f. Professional and technical employees engaged in on and offsite material and environmental testing;
- g. Employees engaged in laboratory or specialty testing or inspections; and,
- h. Employees engaged in ancillary Project work performed by third parties such as electric utilities, gas utilities, water utilities telephone utility companies, and all other public utilities.

SECTION 3. NON-APPLICATION TO CERTAIN ENTITIES

This Agreement shall not apply to WT/W, and its respective parents, affiliates, subsidiaries, or other joint or sole ventures of WT/W, or any Contractor(s) which do not directly perform Craft Work on the Project at the Project site. It is agreed that this Agreement does not have the effect of creating, nor will it be used as evidence of, any joint employment, single employer or alter ego status among the Contractor(s) and any affiliates. The Agreement shall further not apply to the Owner or any other state or county agency, authority, or other municipal or public entity and nothing contained herein shall be construed to prohibit or restrict the Owner or its employees of any other state authority, agency or entity and its employees from performing on or off-site work related to the Project. As the phases which

comprise the Project work are completed and accepted, the Agreement shall not have further force or effect on such accepted items or areas except where inspections, additions, repairs, modifications, check-out and/or warranty work are assigned in writing by WT/W for performance under the terms of this Agreement.

ARTICLE 4 - UNION RECOGNITION AND EMPLOYMENT

SECTION 1. PRE-HIRE RECOGNITION

Where a particular Contractor does not already have an existing Collective Bargaining Agreement pursuant to either §9(a) or §8(f) of the NLRA with the Union or Unions signatory to this Agreement involved, it is understood and agreed by the Parties that this Agreement entered into by such Contractor and Union(s) is a "pre-hire agreement" as contemplated by §8(f) of the NLRA. Nothing contained in this Agreement shall affect or have the effect of converting any existing §8(f) Agreement into a §9(a) Agreement.

SECTION 2. UNION REFERRAL

A. The hiring Contractor(s) shall have sole rights to determine, in good faith, the competency of all applicants for employment; to determine the number of employees required; the selection of employees to be laid-off; and the sole right to reject, in good faith, any applicant referred by a Local Union signatory to this Agreement. The Contractor may hire qualified applicants from any available source and may request qualified employees from the Local Unions signatory to this Agreement. Nothing in this Agreement shall be deemed to limit a Contractor's right to reject proposed employees, provided that such right is exercised in good faith, or to use their own employees subject to the terms and conditions set forth herein.

B. Subject to the hiring goals set forth in Article 14 herein, a Contractor may request an employee by name, and the Local will honor such referral. To request such a referral, the Contractor will submit the name of the core employee(s) to the Local Union, and the referral will be deemed made.

SECTION 3. JOB SITE STAFFING AND NON-DISCRIMINATION IN REFERRALS

The Local Unions signatory to this Agreement represent that their hiring hall and referral systems, if any, will be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations which require equal employment opportunities. There shall be no discrimination against any employee or applicant for employment because of his or her membership or non-membership in a Labor Organization, the Union or a Local Union or based upon race, creed, color, sex, age or national origin of such employee or applicant.

SECTION 4. MINORITY AND FEMALE REFERRALS

In the event a Local Union either fails, or is unable, to refer qualified minority or female applicants in percentages equaling Project affirmative action goals as set forth in the bid specifications, the Contractor may employ qualified minority or female applicants from any other available qualified source.

SECTION 5. CROSS AND QUALIFIED REFERRALS

The Local Unions shall not knowingly refer to a Contractor an employee then employed by another Contractor working under this Agreement. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled and qualified Craft Employees to fulfill the requirements of the Contractor and hiring goals for minorities and females.

SECTION 6. UNION DUES/WORKING ASSESSMENTS

No Craft Employees will be required to join a Labor Organization, Union or Local Union as a condition of employment to perform onsite Craft Work or to otherwise work under this Agreement. Deductions for Labor Organization dues, if any, for Craft Employees who are not members of a Labor Organization shall not be more than an amount necessary to cover the Labor Organization's costs of collective bargaining, contract administration, and grievance adjustment. The Labor Organization shall demonstrate what part of the dues represent these services to the satisfaction of the Owner and the Contractor(s). Said deductions will be paid to the Local Unions, signatory to this Agreement, which

represents the craft in which the employee is performing onsite Craft Work. No employee shall be discriminated against at any Project site because of the employee's union membership or lack thereof.

SECTION 7. CRAFT FOREPERSONS AND GENERAL FOREPERSONS

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the Contractor. All forepersons shall take orders exclusively from the designated Contractor representatives.

ARTICLE 5 - MANAGEMENT'S RIGHTS

SECTION 1. RESERVATION OF RIGHTS

WT/W and its subcontractors of whatever tier shall retain full and exclusive authority for the management, direction, prosecution, and control of the Project operations and the construction work on the Project, including but not limited to (1) the right to direct the work force including determination as to the number to be hired, the qualifications therefore and the promotion, transfer, layoff of its employees; (2) the right to reject proposed employees and discipline or discharge for just cause of their respective employees; (3) the assignment and scheduling of the construction work on the Project; (4) the promulgation of reasonable Project work rules; and (5) the requirement, the timing and number of employees to be assigned to overtime work.

It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time in accordance with the Project Contract Documents.

SECTION 2. MATERIALS, METHODS & EQUIPMENT

There shall be no limitations or restriction upon Contractors' choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials, tool, or other labor-saving devices if approved by WT/W and if in accordance with project specifications. Contractors may, without restriction, install or 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

qualifications may participate, in a supervisory capacity (or the installation thereof if such installation would involve extensive training), in the installation, checkout or testing of specialized or unusual equipment or facilities as designated by WT/W or the Contractor. There shall be no restrictions as to work which is performed off-site for the Project.

ARTICLE 6 - WORK STOPPAGES AND LOCKOUTS

SECTION 1. NO STRIKES-NO LOCK OUT

During the term of this Agreement, there shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, demonstrations, interruptions or other disruptive activity of any kind whatsoever at the Project for any reason by any Labor Organizations, Unions, or their members, agents or employees, and there shall be no other Union or concerted employee activity which disrupts or interferes with the operation of the existing free flow of traffic in the Project area. The Labor Organizations and the Unions agree that they shall not incite or encourage participation in any such disruptive activity and shall undertake all reasonable means to prevent or terminate it. Failure of any Union or employee to cross any picket line established by any union (signatory or non-signatory to this Agreement) or the picket or demonstration line of any other organization, at or in proximity to the Project site is a violation of this Article. There shall be no lockout at the Project by any Contractor. Contractors and Unions shall take all steps necessary to ensure compliance with this Section 1 and to ensure uninterrupted construction and the free flow of traffic in the project area for the duration of this Agreement. In the event that a Collective Bargaining Agreement expires during the term of this Agreement and there is no successor agreement, all parties bound by this Agreement agree that they will continue to abide by the terms of this Agreement, continue to perform Craft Work on the Project, and continue to abide by the terms of the relevant expired Collective Bargaining Agreement (to the extent the said Collective Bargaining Agreement does not conflict with this Agreement) for Craft Work on the Project.

SECTION 2. DISCHARGE FOR VIOLATION

A Contractor may discharge any employee violating Section 1 above, and any such employee will not be eligible thereafter for referral under this Agreement to any Contractor.

SECTION 3. NOTIFICATION

If WT/W or any Contractor contends that any Union has violated this Article, it will notify the appropriate district or area council of the Local Union involved advising of such fact, with copies of the notification to the Local Union. Where a Contractor notifies the appropriate district or area council of any Union violation of this Article, it will also and simultaneously notify WT/W. The district or area council shall each instruct, order and otherwise use their best efforts to cause the employees, and/or the Local Unions, to immediately cease and desist from any violation of this Article.

SECTION 4. EXPEDITED ARBITRATION

WT/W or any Contractor or Union alleging a violation of Section 1 of this Article may utilize the expedited procedure set forth below (in lieu of, or in addition to, any actions at law or equity) that may be brought through the Federal Mediation & Conciliation Service ("FMCS").

- (a) A party invoking this procedure shall notify the FMCS, which shall appoint an arbitrator under this expedited arbitration procedure. Copies of such notification will be simultaneously sent to the alleged violator and, if a Local Union is alleged to be in violation, to WT/W.
- (b) The arbitrator shall thereupon, after notice as to time and place to the Contractor, the Local Union involved, and WT/W, hold a hearing within forty-eight (48) hours of receipt of the notice invoking the procedure if it is contended that the violation still exists. The hearing will not, however, be scheduled for less than twenty-four (24) hours after the notice to the district area council required by Section 3 above.
- (c) All notices pursuant to this Article may be provided by telephone, telegraph, email, hand delivery, or fax, confirmed by overnight delivery, to the arbitrator, Contractor, or Union involved. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed eight (8) hours duration (no more than four (4) hours being allowed to either side to present their case, and conduct their cross examination) unless otherwise agreed. A failure of any Union or

Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the arbitrator.

- (d) The sole issue at the hearing shall be whether a violation of Section 1, above, occurred. If a violation of Section 1 above is found to have occurred, the arbitrator shall issue a Cease and Desist Award restraining such violation and serve copies on the Contractor and Union involved. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved solely for court proceedings, if any. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within fifteen (15) calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.
- (e) An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the Award with said court. Notice of the filing of such enforcement proceedings shall be given to the Union and to the Contractor involved. In any court proceeding to obtain a temporary or preliminary order enforcing the arbitrator's award as issued under this expedited procedure, the involved Union and Contractor waive their right to a hearing and agree that such proceedings may be ex parte, provided notice is given to opposing counsel. Such agreement does not waive any party's right to participate in a hearing for a final court order of enforcement or on any contempt proceeding.
- (f) Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Contractors and Unions to whom they accrue.

- (g) Each party will pay for its own costs and expenses of arbitration, but the fees and expenses of the arbitrator and the arbitration shall be shared equally by the parties. In the event that a party fails and/or refuses to comply with the Arbitrator's Award and the prevailing party seeks judicial intervention to enforce the Award, all costs and expenses (including reasonable attorney fees) incurred by the prevailing party in enforcing the Award may be awarded at the discretion of the court to the prevailing party.

SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION

Procedures contained in Article 8 shall not be applicable to any alleged violation of this Article, with one (1) exception: an employee discharged for violation of Section 1 above may have recourse to the procedures of Article 8 to determine only if the employee did, in fact, violate the provisions of Section 1 of this Article; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

ARTICLE 7 - DISPUTES AND GRIEVANCES

SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES

Any question, dispute or claim arising out of, or involving the interpretation, enforcement or application of this Agreement (other than jurisdictional disputes or alleged violations of Article 7, Section 1) shall be considered a grievance and shall be resolved pursuant to the exclusive procedure of the steps described below; provided, in all cases, that the question, dispute or claim arose during the term of this Agreement.

STEP 1:

When any Craft Employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, said employee shall, through the Local Union business representative or job steward, give notice of the claimed violation to the work site representative of the involved Contractor and also notice to WT/W. To be timely, such notice of the grievance must be given within five (5) working days after the act, occurrence or event giving rise to the grievance. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within five (5) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within five (5) working days thereafter, pursue Step 2 of the grievance procedure by serving the involved Contractor with written copies of the grievance setting forth a description of the claimed violation, the date of which the grievance occurred, and the provisions

of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are non-precedential, except as to the specific Local Union, employee and Contractor directly involved.

Should any signatory party or a party otherwise bound to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article 7, Section 1) with any other signatory party or party otherwise bound to this Agreement, and if after conferring, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined in the section for the adjustment of employee grievances.

STEP 2:

The Business Manager or designee of the involved Local Union, together with the designated representatives of the involved Contractor, and the designated representative of WT/W shall meet in Step 2 within five (5) working days of service of the written grievance to pursue a satisfactory settlement.

STEP 3:

1. If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within fourteen (14) calendar days after the initial Step 2 meeting, submit a written request for arbitration of the grievance to other participants. The parties shall mutually notify the Federal Mediation and Conciliation Service ("FMCS") who shall select an arbitrator. Rules of the FMCS shall govern the conduct of the arbitration hearing. The WT/W may elect to participate as a party. The decision of the Arbitrator shall be final and binding on the involved Contractor, Local Union and employees and the fees and expenses of such arbitration's shall be borne equally by the involved Contractor and Local Union.

2. Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of WT/W, the involved Contractor, and the involved Local Union at the particular step where the extension is agreed. The arbitrator shall have authority to make decisions only on the issues presented to it and shall not have the authority to change, add to, delete or modify any provision of this Agreement. No arbitration decision or award may provide retroactivity of any kind exceeding the date of service of first notification to the involved Contractor (if from labor) or the involved Union (if from a Contractor).

3. As directed by the arbitrator, hearings shall be held at the jobsite in the offices of WT/W, at the District of Columbia office of the FMCS, or at a mutually agreeable location.

An Award and/or Decision issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the Award with said court. Notice of the filing of such enforcement proceedings shall be given to the Union and to the Contractor involved.

SECTION 2. PARTICIPATION BY WT/W

WT/W shall be notified by the involved Contractor and Union of all actions under this Article, and at its election, may participate in full in all proceedings pursuant to these Steps, including Step 3 arbitration.

ARTICLE 8 - JURISDICTIONAL DISPUTES SECTION

SECTION 1. NO DISRUPTIONS

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billings, demonstrations, interruptions or other disruptive activity of any kind whatsoever arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall continue uninterrupted and as assigned by the Contractor. No Jurisdictional Dispute shall excuse a violation of Article 7. The procedures in Article 10 are the exclusive remedy for all claims relating to Jurisdictional Disputes, as defined by this Agreement.

SECTION 2. ASSIGNMENT

A. The Contractor shall assign the Project construction work, whether by way of direct assignment to the Contractor's own employees or by subcontract to another Contractor.

B. In order to minimize disputes regarding the assignment of an item of Project construction work, there shall be a mandatory pre-construction meeting. The meeting shall be scheduled by WT/W and attended by designated representatives of each Local Union, each Contractor, and WT/W. To the extent feasible, the Contractors shall notify the attendees of the intended assignment of the Project construction work at that meeting.

C. When a Contractor has made an assignment of work, he shall continue the assignment without alteration unless otherwise directed by an arbitrator.

D. In the event that a Union disputes change of original assignment, the parties shall mutually notify the FMCS who will appoint an Arbitrator. The selected Arbitrator shall determine whether the case requires a hearing or may be decided upon written submissions. In rendering his

determination on whether there has been a change of original assignment, the Arbitrator shall be governed by the following:

1. The Contractor who has the responsibility for the performance and installation shall make a specific assignment of the work which is included in his contract to a particular union(s). For instance, if contractor A subcontracts certain work to contractor B, then contractor B shall have the responsibility for making the specific assignments for the work included in his contract. If contractor B, in turn, shall subcontract certain work to contractor C, then contractor C shall have the responsibility for making the specific assignment for the work included in his contract. After work has been so assigned, such assignment will be maintained even though the assigning contractor is replaced and such work is subcontracted to another contractor. It is a violation of the Agreement for the Contractor to hold up disputed work or shut down a project because of a jurisdictional dispute.

2. When a Contractor has made an assignment of work, he shall continue the assignment without alteration unless otherwise directed by an arbitrator.

a. Unloading and/or handling of materials to stockpile or storage by a trade for the convenience of the responsible Contractor when his employees are not on the job site, or in an emergency situation, shall not be considered to be an original assignment to that trade.

b. Starting of work by a trade without a specific assignment by an authorized representative of the responsible Contractor shall not be considered an original assignment to that trade, provided that the responsible Contractor, or his authorized representative, promptly, and, in any event, within two business days following the start of work, takes positive steps to stop further unauthorized performance of the work by that trade.

SECTION 3. PROCEDURE FOR SETTLEMENT OF DISPUTES

A. Any Union having a jurisdictional dispute with respect to Project work assigned to another Union will submit the dispute in writing in accordance with Article 6, Section 2D. above within 72 hours and send a copy of the letter to the other Union involved, the Contractor involved, WT/W, and the district

or area councils of the unions involved. Upon receipt of a dispute letter from any Union, the Administrator will invoke the procedures set forth above to resolve the jurisdictional dispute.

B. Within five (5) calendar days of receipt of the dispute letter, there shall be meeting of the WT/W, the Contractor involved, the Local Unions involved and the district or area councils of the Local Unions involved for the purpose of resolving the jurisdictional dispute.

C. In order to expedite the resolution of jurisdictional disputes, the parties have agreed in advance to mutually select FMCS to hear all unresolved jurisdictional disputes arising under this Agreement.

D. Any Local Union involved in a jurisdictional dispute on this Project shall continue working without disruption of any kind.

SECTION 4. AWARD

Any award rendered pursuant to this Article shall be final and binding on the disputing Local Unions and the involved Constructor on this Project only and may be enforced in accordance with the provisions of this Agreement. Any award rendered pursuant to the alternate procedures of this Article shall be final and binding on the disputing Local Unions and the involved Contractor on this Project only, and may be enforced in any court of competent jurisdiction. Such award or resolution shall not establish a precedent on any other construction work not covered by this Agreement. In all disputes under this Article, WT/W and the involved Contractors shall be considered parties in interest.

SECTION 5. LIMITATIONS

The arbitrator shall have no authority to assign work to a double crew, that is, to more employees than the minimum required by the Contractor to perform the work involved; nor to assign work to employees who are not qualified to perform the work involved; nor to assign work being performed by non-union employees to union employees; nor to assign work being performed to a composite crew consisting of members of more than one Union. This does not prohibit the establishment, with the agreement of the involved Contractor, of composite crews where more than one (1) employee is needed for the job. The aforesaid determinations shall decide only to whom the disputed work belongs.

SECTION 6. NO INTERFERENCE WITH WORK

A. There shall be no interference or interruption of any kind with the work of the Project while any jurisdictional dispute is being resolved. The work shall proceed as assigned by the Contractor until finally resolved under the applicable procedure of this Article. The award shall be confirmed in writing to the involved parties. There shall be no strike, work stoppage or interruption in protest of any such award. Any claims of a violation of this section shall be submitted and processed in accordance with the dispute provisions of this Agreement.

B. The arbitrator shall retain jurisdiction to ensure compliance with his Award and shall not have any authority to award back pay, damages, or compensation in any form against a Contractor under this Article unless the Contractor refuses or willfully fails to comply with the arbitrator's Award. Pending the issuance of the arbitrator's Award, the work shall continue uninterrupted and as assigned by the Contractor.

ARTICLE 9 - SUBCONTRACTING

SECTION 1. RESTRICTIVE SUBCONTRACTING

Contractor agrees that neither it nor any of its contractors will subcontract any Craft Work to be done on the Project except to a person or entity who is or agrees to become party to this Agreement unless the Local Union for the relevant Craft Work fails to become a party to this Agreement. Any Contractor or subcontractor performing Craft Work on the Project shall, as a condition to working on said Project, become signatory to and/or agree to be bound by and perform all work on the Project under the terms of this Agreement. This Article supersedes any provision in any Collective Bargaining Agreement regarding allowance or limitation on the subcontracting of work on this Project only.

SECTION 2. CERTIFIED BUSINESS ENTERPRISES ("CBE'S") NON-SIGNATORY

In order to maximize employment diversity and the business opportunities created by the work subject to this Agreement, subcontractors that qualify as minority business enterprises, women business enterprises or disadvantaged business enterprises shall not be required to become signatory to this

Agreement, or any other Collective Bargaining Agreement, in order to perform any work subject to this Agreement.

ARTICLE 10 - WAGES AND BENEFITS

SECTION 1. CLASSIFICATION AND BASE HOURLY RATE

All Craft Employees covered by this Agreement shall be classified in accordance with the Craft Work performed and paid, at a minimum, the base hourly wage rates for those classifications as specified by the Davis-Bacon Wage Determination covering this Project, and regardless of the expiration of any or all Collective Bargaining Agreements. In the event of any conflict between the Davis-Bacon Wage Determination and any Local Union Collective Bargaining Agreement, the Davis-Bacon Wage Determination shall prevail on this Project for its entire duration.

SECTION 2. EMPLOYEE BENEFIT FUNDS

A. The Contractors agree to pay promptly contributions on behalf of all employees covered by this Agreement to the established employee benefit funds in the amounts designated in the appropriate Collective Bargaining Agreement of Local Unions signatory to this Agreement. In the alternative, for non-Union Contractors, the Davis-Bacon Fringe Benefits may be satisfied if paid in accordance with the Davis-Bacon Act and its implementing regulations. Contributions to employee benefit funds of a Labor Organization from employees who are *not* members of the Labor Organization may be required only if, and to the extent that, 1) they do not require membership in the Labor Organization and 2) the benefits immediately accrue to the direct benefit of such employees. The Unions shall demonstrate which of its benefit funds, and to what extent, meet the criteria of this Project to the satisfaction of the Owner and Contractors. Said contributions are required only if such are lawful under the Davis-Bacon Act. In the event that a Contractor does not have to pay contributions to a fund because of any of the foregoing, the amount of said contribution to meet Davis Bacon requirements will be paid directly to the employee or otherwise in accordance with the Davis-Bacon Act.

B. If applicable, the Contractor agrees to be bound by the written terms of the legally-established trust agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such trust funds, but only with regard to work done on this Project and only for those employees to whom this Agreement requires such benefit payments.

ARTICLE 11 - HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS

SECTION 1. WORK WEEK AND WORK DAY

A. For Craft Employees, the standard work week shall consist of forty (40) hours of work at straight time rates per one of the following schedules:

1. Five-Day Work Week: Monday-Friday, five (5) days at eight (8) hours plus thirty (30) minutes unpaid lunch period each day; or

2. Four-Day Work Week: Monday-Friday, four (4) days at ten (10) hours plus thirty (30) minutes unpaid lunch period each day.

3. Make-up Day: Due to inclement weather or other reasons which are not the fault of the Contractor, the Contractor may designate Saturday as make-up day (if the Contractor is using a 5-day work week) or the normally non-working weekday as make-up day (if using a 4-day work week). The make-up day will be paid at the straight time rate provided said Craft Employee has not worked for forty (40) hours during the relevant work week. To qualify as a make-up day, the make-up day must be at least eight (8) hours in length and there must be at least eight (8) hours remaining on the Contractor's standard workweek after paying any show-up time. In lieu of the make-up day set forth above, a Contractor, in its sole discretion, may elect to use the make-up day procedure, if any, normally employed by the Contractor.

B. When so elected by a Contractor, multiple shifts of at least five (5) days duration may be worked (if using a 5-day work week) or at least four (4) days duration may be worked (if using a 4-day work week).

C. The first shift shall normally commence between the hours of 5:00 a.m. and 8:00 a.m. and shall end between the hours of 1:30 p.m. and 4:30 p.m. However, if owner contract requirements

restrict first shift work to second and third Shift time periods, work shall be performed at the regular hourly rate. Starting and quitting times shall occur at the location designated by the Contractor.

D. The second shift shall commence after the completion of the first shift on a given day. Craft Employees on the second shift shall receive eight (8) hours pay at the regular hourly rate plus 15%. The third shift shall commence after the second shift on a given day. Craft Employees on the third shift shall receive eight (8) hours pay at the regular hourly rate plus 15%. Unpaid lunch period of thirty (30) minutes shall be allowed on each shift.

E. Notice - Contractors shall provide not less than five (5) days prior notice to the Local Union involved as to the work week and work hours schedules to be worked or such lesser notice as may be mutually agreed upon.

SECTION 2. OVERTIME

The overtime rate, one and one-half times the regular hourly wage rate, will be paid to Craft Employees for hours worked over forty (40) hours per week, for hours worked over eight (8) in a day (if the Contractor is using a 5-day work week), and for hours worked over ten (10) in a day (if the Contractor is using a 4-day work week). There will be no restriction upon the Contractor's scheduling of overtime or the nondiscriminatory designation of employees who shall be worked, except as noted in Article 5, Section 2. There shall be no pyramiding of overtime pay under any circumstances. The Contractor shall have the right to schedule work so as to minimize overtime.

SECTION 3. HOLIDAYS

A. Schedule: There shall be only nine (9) recognized holidays on the Project as follows:

New Years Day	Labor Day
Martin Luther King Day	Veteran's Day
Memorial Day	Thanksgiving Day & Friday after Thanksgiving
Independence Day	Christmas Day

All said holidays shall be observed on the dates designated by Federal Law. In the absence of such designations, they shall be observed on the calendar date except those holidays which occur

on Sunday shall be observed on the following Monday. Holidays falling on Saturday are to be observed on the preceding Friday.

B. Payment: Work performed by Craft Employees on Sundays and on a holiday will be paid at two (2) times the regular rate. There shall be no pyramiding of overtime/holiday pay.

C. Exclusivity: No holidays other than those listed in Section 3.A., above, shall be recognized nor observed.

SECTION 4. PAYMENT OF WAGES

A. Payday: Payment shall be made by check, drawn on a Contractor's bank with branches located within commuting distance of the Project. Paychecks shall be issued by the Contractor at the job site or by direct deposit at the election of the Employees. Not more than three (3) days wages shall be held back in any pay period. Paycheck stubs shall contain the name and business address of the Contractor, together with an itemization of deductions from gross wages.

B. Termination: Employees who are laid off or discharged without cause shall be paid in full for that which is due them at the time of termination.

SECTION 5. EMERGENCY WORK SUSPENSION

The Owner, and/or WT/W may, if considered necessary for the protection of life and/or safety of employees or others, suspend all or a portion of Project work. In such instances, employees will be paid for actual time worked; provided, however, that when a Contractor requests that employees remain at the job site available for work, employees will be paid for "stand-by" time at their hourly rate of pay.

SECTION 6. INJURY/DISABILITY

An employee who, after commencing work, suffers a work-related injury or disability while performing work duties, shall receive no less than eight (8) hours wages for that day. Further, the employee shall be rehired at such time as able to return to duties provided there is still work available on the Project for which the employee is qualified and able to perform.

SECTION 7. TIME KEEPING

A. Contractor may utilize brassing or other systems to check employees in and out. Each employee must check in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

SECTION 8. MEAL PERIOD

A. Contractor shall schedule an unpaid period of one-half (1/2) hour duration for Craft Employees at the work location at the beginning of the sixth hour of the scheduled shift. The meal period on the Project will be at the same time for all employees unless work requirements dictate otherwise. If an employee is required to work through the meal period, the employee shall be compensated in a manner consistent with the Davis-Bacon Act.

SECTION 10. BREAK PERIODS

There will be no rest periods, organized coffee breaks or other non-working time established during working hours unless set by the Contractors.

ARTICLE 12 - APPRENTICES, LOCAL AND MINORITY PARTICIPATION

SECTION 1. RATIOS

Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry and to provide craft entry opportunity for minorities, women and economically disadvantaged non-minority males, Contractors will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Only federally approved and/or registered apprentices shall be utilized. Contractors may utilize apprentices and such other appropriate classifications to the maximum extent permitted by law. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of this Agreement.

SECTION 2. DEPARTMENT OF LABOR

To assist the Contractors in attaining a maximum effort on this Project, the Unions agree to work in close cooperation with, and accept monitoring by, the United States Department of Labor to ensure that minorities, women, or economically disadvantaged are afforded opportunities to participate in apprenticeship programs which result in the placement of apprentices on this Project. The Local Unions will cooperate with Contractors' requests for minority, women or economically disadvantaged referrals to meet this Contractor effort.

ARTICLE 13 - HELMETS TO HARDHATS

The Contractors and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans, and minorities who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter the "Center") and the Center's "Helmets to Hardhats" program and 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 Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans, minorities and women interested in pre-apprenticeship programs and apprenticeships in the construction industry. To the extent permitted by law, the Unions will give credit to such veterans and minorities for bona fide, provable past experience.

ARTICLE 14 - SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 1. SAFETY REQUIREMENTS

Each Contractor will ensure that applicable OSHA and safety requirements set forth in the contract documents or later instituted by the Owner or WT/W are at all times maintained on the Project and the employees and Unions agree to cooperate fully with these efforts. Employees must perform their work at all times in a safe manner and protect themselves and the property of the Contractor and the Owner from injury or harm. Failure to do so will be grounds for discipline, including discharge. Employees will agree to

participate in a Drug Screening program whether through their respective Locals or through a Contractor initiated testing program.

SECTION 2. CONTRACTOR RULES

Employees covered by this Agreement shall at all times be bound by the reasonable safety, security and visitor rules as established by the Contractors and/or WT/W for this Project. Such rules will be published and posted in conspicuous places throughout Project.

SECTION 3. PROHIBITED SUBSTANCES

The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time before /or during the work day is prohibited. Accordingly, the parties agree that WT/W may adopt appropriate procedures and safeguards for the testing of employees for prohibited or controlled substances, including random testing, and the parties agree to comply with the same.

ARTICLE 15 - NO DISCRIMINATION

SECTION 1. COOPERATIVE EFFORTS

The Contractors and Unions agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national or ethnic origin, marital status, age, union affiliation or non-affiliation, in any manner prohibited by law or regulation. It is recognized that special procedures may be established by Contractors and Local Unions and the appropriate State or District of Columbia agency for the training and employment of persons who have not previously qualified to be employed on construction projects of the type covered by this Agreement. The parties to this Agreement will assist in such programs and agree to use their best efforts to ensure that the goals for female and minority employment are met on this Project.

SECTION 2. LANGUAGE OF AGREEMENT

The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

ARTICLE 16 - GENERAL TERMS

SECTION 1. PROJECT RULES

WT/W and/or Contractors shall establish such reasonable Project rules as are appropriate for the good order of the Project, provided they do not violate the terms of this Agreement. These rules will be explained at the pre-job conference and posted at the Project site and may be amended thereafter as necessary. Failure of an employee to observe these rules and regulations shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of misconduct shall not be a defense to an employee disciplined or discharged for such misconduct when the action taken is for cause.

SECTION 2. TOOLS OF THE TRADE

There shall be no restrictions on the emergency use of any tools or equipment by any qualified employee or on the use of any tools or equipment for the performance of work within the employee's jurisdiction.

SECTION 3. SUPERVISION

Employees shall work under the supervision of the craft foreperson or general foreperson.

SECTION 4. TRAVEL ALLOWANCES

There shall be no payments for travel expenses, travel time, tolls, parking, mileage, subsistence allowance or other such reimbursements or special pay.

SECTION 5. FULL WORK DAY

Employees shall be at their staging area or other designated area at the starting time established by the Contractor and shall be returned to said area by quitting time after performing their assigned functions under the supervision of the Contractor. The parties reaffirm their policy of a fair day's work for a fair day's wage.

SECTION 6. COOPERATION

WT/W , the Contractors and Unions will cooperate in seeking any Federal Government and/or District of Columbia approvals that may be required for implementation of any terms of this Agreement.

SECTION 7. BACKGROUND CHECKS

Expenses for background checks required by the Owner or by WT/W will be paid for by the Contractor. All craft workers will be required to submit to and pass all specified Government security requirements including but not limited to all HSPD-12 requirements.

ARTICLE 17 - SAVINGS AND SEPARABILITY

SECTION 1. THIS AGREEMENT

The parties to this Agreement promise and covenant to comply with all state, federal and local laws, rules, executive orders and regulations applicable to the Project or the work performed on the Project. In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of the law, the provision involved shall be rendered, temporarily or permanently, null and void but the remainder of the Agreement shall remain in full force and effect. In such event, the Agreement shall remain in effect for contracts already bid and awarded or in construction where the Contractor voluntarily accepts the Agreement. The parties to this Agreement will enter into negotiations for a substitute provision in conformity with the law and the intent of the parties for contracts to be let in the future.

SECTION 2. THE BID SPECIFICATIONS

In the event that a Contractor's bid specifications, or other action requiring that a successful bidder, contractor or subcontractor become signatory or otherwise bound to this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law such requirement shall be rendered, temporarily or permanently, null and void, but the Agreement shall remain in full force and effect to the extent allowed by law. In such event, the Agreement shall remain in effect for contracts already bid and awarded or in construction where the Contractor voluntarily accepts the Agreement. The parties will enter into negotiations as to modifications to the Agreement to reflect the court action taken and the intent of the parties for contracts to be executed in the future.

SECTION 3. NON-LIABILITY

In the event of an occurrence referenced in Section 1 or Section 2 of this Article, neither the Owner, WT/W, the Project management firm, Contractor, nor Union shall be liable, directly or indirectly, for any action taken, or not taken, to comply with any court order, injunction or determination. Project bid specifications will be issued in conformance with court orders in effect and retroactive payments or other action will be required if the original court determination is ultimately reversed.

SECTION 4. NON-WAIVER

Nothing in this Article shall be construed as waiving the prohibitions of Article 7 as to any Contractor or Unions.

Project

ARTICLE 18 - FUTURE CHANGES TO ANY SIGNATORY COLLECTIVE BARGAINING AGREEMENTS

SECTION 1. CHANGES TO AREA CONTRACTS

A. This Agreement shall continue in full force and effect for the duration of the Project as to this Project. Contractor and/or Union parties to Collective Bargaining Agreements may mutually agree upon changes in provisions of such agreements which are applicable to all other projects but not to this Project.

B. It is agreed that any provision negotiated into any Collective Bargaining Agreements will apply to work on this Project only if such provisions are more favorable to this Project than those uniformly required of contractors for construction work normally covered by those agreements; nor shall any provisions be recognized or applied on this Project if it may be construed to apply exclusively or predominantly to work covered by this Agreement.

C. Any disagreement between signatories to this Agreement over the incorporation of provisions agreed upon in the re-negotiations of area Collective Bargaining Agreements shall be resolved in accordance with the procedure set forth in Article 8 of this Agreement.

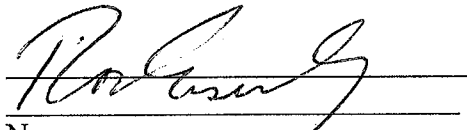
SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS

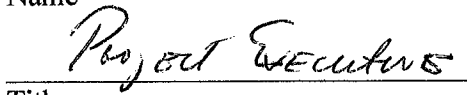
The Local Unions agree that there will be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, demonstrations, interruptions or other disruptive activity of any kind whatsoever

or other violations of Article 6 affecting the Project by any Local Union involved in the renegotiations of area Collective Bargaining Agreements, nor shall there be any lock-out on this Project affecting a Local Union during the course of such renegotiations.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the _____ day of _____, 20__.

FOR WHITING-TURNER/WALSH JOINT VENTURE



Name


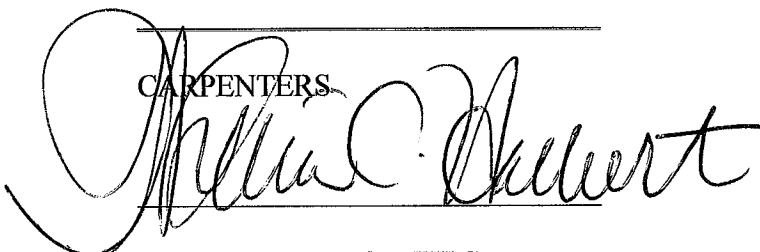
Title

UNION AFFILIATES:

HEAT AND FROST INSULATORS

ASBESTOS WORKERS LOCAL

BRICKLAYERS AND ALLIED CRAFTS



CARPENTERS
MARCCE
ELECTRICAL WORKERS

ELECTRICAL WORKERS (TELE-COM)

ELEVATOR CONSTRUCTORS

IRONWORKERS: STRUCTURAL
LABORERS

MARBLE/STONE MASONS

GLAZIERS

PAINTERS

PLASTERERS

CEMENT MASONS/CONCRETE
FINISHERS

FIRE PROOFERS

PLUMBERS

PIPEFITTERS

ROOFERS

SPRINKLER FITTERS

SHEET METAL WORKERS

TILE/TERRAZO WORKERS

LABORERS

BOILERMAKERS

OPERATING ENGINEERS

REINFORCED RODMEN

STEAMFITTERS

SCHEDULE A

LETTER OF ASSENT

Re: Project Labor Agreement
1800 F Street Modernization
1800 F Street, N.W.
Washington, D.C. 20407

Dear Sir or Madam:

We agree to be bound by the Project Labor Agreement ("PLA") for the above referenced Construction Project as entered into by and among WT/W and the Local Unions, executed _____, 2010. We further agree to be bound by the written terms of the legally established trust agreements for signatory Local Unions establishing the various employee benefit plans to which contributions will be made for work performed on the Project and accept the authority of the trustees of those Funds. In the alternative, we agree to make such contributions in accordance with the Davis-Bacon Act.

Nothing herein requires compliance by the Contractor with any Collective Bargaining Agreements ("CBAs") or to any successor CBAs on any project(s) other than at the above referenced Project to which the Contractor is not otherwise signatory.

Our agreement extends to all work covered by the PLA and we will require all of our subcontractors, of whatever tier, who will perform construction Craft Work on the Project to agree in writing to be bound by and comply with the PLA. This Letter of Assent will remain in effect until the expiration of the PLA or until our scope of Work at the Project is completed, whichever is later.

Sincerely,

Company Name

By: _____

Title: _____

Date: _____

cc: (Unions representing Craft Employees to be employed by Contractor)