

**McCARRAN INTERNATIONAL AIRPORT PHASE V CAPITAL IMPROVEMENT
PROJECT LABOR AGREEMENT**

Adopted November 5, 2002

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**McCARRAN INTERNATIONAL AIRPORT PHASE V CAPITAL IMPROVEMENT
PROJECT LABOR AGREEMENT**

This Project Labor Agreement (hereinafter, the "Agreement") is entered into the 5th day of November, 2002 by and between the Board of County Commissioners, Clark County, Nevada (hereinafter, "Board of County Commissioners" or "Owner") and The Building and Construction Trades Department, AFL-CIO (hereinafter, "Department"), its affiliated National and International Unions that become signatory hereto, the Southern Nevada Building and Construction Trades Council, (hereinafter, "Building Trades Council") its affiliated Local Unions, and with the International Brotherhood of Carpenters and Joiners of America and its affiliated Local Unions that become signatory hereto (hereinafter "Carpenters") (hereinafter, collectively called the "Union(s)" or "Local Union(s)"), with respect to the new construction work within the scope of this Agreement that is owned and contracted by the Board of County Commissioners for the construction of the McCarran International Airport Phase V Capital Improvement Project, encompassing airport sites at McCarran International Airport and Henderson Executive Airport , known collectively as the "Project."

It is understood by the parties to this Agreement that if this Agreement is acceptable to the Board of County Commissioners, it will become the policy of the Board of County Commissioners to contract the covered work exclusively to Contractors who agree to execute and be bound by the terms of this Agreement. The Owner will implement this Agreement by including it in the bid documents, contract specifications and other contract documents for work covered by the Agreement as hereinafter defined. Therefore, the Unions agree that other contractors may execute the Agreement for purposes of covering such work. A Contractor chosen by the Owner and hereinafter called the "Owner's Designee", and its successors or assigns, will monitor compliance with this Agreement by contractors covered by the Agreement.

The term "Contractor" includes all construction contractors and subcontractors of whatever tier engaged in on-site construction work within the scope of this Agreement, including Owner's Designee when it performs construction work within the scope of this Agreement. Where specific reference to Owner's Designee alone is intended it is referred to as such.

The Unions, Owner's Designee and all signatory Contractors agree to abide by the terms and conditions contained in this Agreement. This Agreement represents the complete understanding of the parties, and no Contractor is or will be required to sign any other agreement with a signatory union as a condition of performing work within the scope of this Agreement. No practice, understanding or agreement between a Contractor and a Union party which is not specifically set forth in this Agreement will be binding on any other party unless endorsed in writing by Owner's Designee.

The Unions agree that this Agreement will be made available to, and will fully apply to, any successful bidder for Project work who becomes a signatory hereto, without regard to whether that successful bidder performs work at other sites on either a union or a non-union basis, and without regard to whether employees of such bidder are or are not members of any union. This Agreement shall not apply to the work of any contractor that is performed at any location other than the Project sites as defined in this Agreement.

ARTICLE I

PURPOSE

This Agreement covers work at two Clark County airports that combine to fill the varied air transportation needs of the citizens of Clark County and the commercial and tourist visitors to this important business and recreation center of the Southwest. The dramatic growth of the County's population and the expansion of its dynamic tourism business require the upgrade to all of its air transportation facilities, which comprise a primary means of travel to and from this metropolitan area. The McCarran International Airport Phase V Capital Improvement Project is a multi-year, comprehensive program of facility improvements estimated to cost \$1.1 billion. The timely and successful completion of this Project is critical to the ability of these Airports to continue to respond to the growing demand for commercial air service to Las Vegas.

- McCarran International Airport. The McCarran International Airport component of the Project will provide vitally needed increased capacity, improvements and renovations to this critical air transportation center affecting the airfield, passenger terminal, parking facilities, roads, cargo facilities, utilities, and other support facilities needed to efficiently move people, goods, airplanes, and cars.
- Henderson Executive Airport Improvements The Henderson Executive Airport improvements involve needed upgrades to this key executive access airport to expand its capacity to meet increased small aircraft traffic.

In recognition of the special needs of this Project and to maintain a spirit of harmony, labor-management peace and stability during the term of this Project Labor Agreement, the parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise; and in recognition of such methods and procedures, the Unions agree not to engage in any strikes, slow downs or interruption of work and the Contractor agrees not to engage in any lockout. The Unions and the Contractors recognize that the completion of these Project will require nonconstruction services to be provided by employers who will not be signatory to this Agreement. When Owner's Designee is informed of such nonconstruction services, it will notify the Building Trades Council. The Unions agree to work in harmony with and not to interfere with any such service companies at the Project sites.

The parties are committed to providing open access to bidding opportunities for all contractors and to assuring an adequate supply of craft workers possessing the requisite skills and training in order to provide the ratepayers a Project of the highest quality. Further, the parties agree to cooperate throughout the term of this agreement to develop methods to reduce Airport construction and Project administrative costs.

ARTICLE II

SCOPE OF AGREEMENT

This Agreement, hereinafter designated as the "Project Labor Agreement" or "Agreement" applies and is limited to all new construction as defined in Section 1 of this Article performed by those Contractor(s) of whatever tier, which may include Owner's Designee, that are awarded contracts for such work by the Owner, on or after the effective date of this Agreement, with regard to the demolition, construction, alteration, rehabilitation, or any other construction activities necessary to complete the covered work, hereinafter referred to as the "Project" and specifically defined below.

Section 1. This Project is specifically defined as, and is limited to, the below listed new construction work awarded by the Owner and managed by the Authorized Owner's Representative that is currently on the Airport's Capital Improvement List for the McCarran International Airport Phase V Capital Improvement Project and that does not currently involve the use of federal funds for construction. Should any of the following listed Project become eligible for federal funding, to which Executive Order 13202 would apply, the parties acknowledge that such federally funded work shall be excluded from the application of this Agreement. Should the Executive Order be invalidated or revoked, the Owner agrees that any work originally proposed to be covered work but excluded because of the Executive Order will become covered work subject to this Agreement; provided that the work remains to be bid and awarded when the Executive Order is removed.

McCarran International Airport:

Northeast Wing of Satellite "D" Building and the Automated Tunnel System and Ramp Control Tower.

Consolidated Rental Car Facility Building.

Terminal 3 Building.

Henderson Executive Airport:

Terminal Building.

It is understood by the parties that the Owner may at any time and at its sole discretion determine to build segments of this Project under this Agreement not currently proposed, or to modify, or not to build any one or more of the particular segments currently proposed to be covered.

Section 2. Items specifically excluded from the scope of this Agreement include the following:

(a) Work of any employees not covered by a classification on the applicable prevailing wage determination and work of all non-manual employees, including but not limited to, superintendents, supervisors, staff engineers, quality control and quality assurance personnel, timekeepers, mail carriers, clerks, office workers, including messengers, guards, safety

personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory and management employees hired by the Contractor.

(b) All work by employees of the Airport, or by airlines, concessionaires or other airport tenants doing business at the airports. The Unions recognize that during the term of this Agreement significant improvements will be contracted directly by airlines, tenants or concessionaires and performed by contractors outside the scope of this Agreement and such contracts are not within the scope of this Agreement.

(c) All off-site manufacture and handling of materials, equipment or machinery (except at dedicated lay-down or storage areas).

(d) All employees of Owner's Designee, design and engineering teams, or any other consultant of the Airport.

(e) Any work performed on or near or leading to or onto the site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their contractors; or by public utilities or their contractors.

(f) Any work performed by the Owner, its Consultants, or providers of proprietary systems or products with their own employees, or any other work contracted by the Owner pursuant to purchasing contracts, except that this exclusion does not apply to on-site construction work subcontracted by such providers of proprietary systems.

[Note: All work associated with Jetway installation and EDS is excluded]

(g) Work by employees of a manufacturer or vendor to install the manufacturer's or vendor's products where performance of the work by those employees is expressly stated in the manufacturer's or vendor's written warranty or guarantee to be a condition for the warranty or guarantee for such products; provided the manufacturer or vendor possesses any license required for the performance of the work. For any work performed pursuant to this provision, the Contractor shall provide copies of the written warranty requirement to the Union and the Owner's Designee prior to the commencement of work by the manufacturer or vendor. This exclusion does not apply to any on-site construction work subcontracted by such manufacturer or vendor.

(h) The initial test, or start up of installed equipment will be performed by the contractor with its own employees. If the initial or successive test(s) or start up(s) result in a failure and the contractor determines in its discretion to bring in the manufacturer or vendor to resolve the failure, the manufacturer or vendor will be allowed to perform such hands-on diagnostic work with its own employees.

(i) Inspection, survey and testing consultants to the Owner and their employees.

(j) Non-construction operation, maintenance, repair or replacement of facilities and support services contracted by the Owner or Owner's Designee in connection with this Project.

(k) Owner-financed construction work ancillary to this Project, but owned by others.

(l) Work by the Owner's pre-existing and on-going emergency response asbestos abatement contractor.

Section 3 (a). The Owner, Owner's Authorized representative, Owner's Designee, and/or Contractors, as appropriate, have the absolute right to award contracts or subcontracts on this Project notwithstanding the existence or non-existence of any Agreements between such Contractor and any Union party provided only that such Contractor is willing, ready and able to comply with this Project Labor Agreement and execute a Letter of Assent (in the form attached as Appendix A), should such Contractor be awarded work covered by this Agreement.

(b) It is agreed that all subcontractors of a Contractor, of whatever tier, who have been awarded contracts for work covered by this Agreement on or after the effective date of this Agreement shall be required to accept and to be bound by the terms and conditions of this Project Labor Agreement, and shall evidence their acceptance by the execution and submission of a Letter of Assent prior to the commencement of work. A copy of the Letter of Assent executed by the Contractor shall be provided to the Building Trades Council and Owner's Designee prior to the dispatch of employees to the job site.

Section 4 (a). The provisions of this Project Labor Agreement (including the Schedule A's, which are the local collective bargaining agreements covering the corresponding covered work between a bona fide contractor group or representative and the signatory Unions having jurisdiction over the work on the Project) shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or National Agreements which may conflict with or differ from the terms of this Agreement. Owner's Designee and each Local Union shall, prior to the commencement of work on the first covered contract, agree upon the local collective bargaining agreement to be designated as the applicable Schedule A for work covered by this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of a Schedule A and is not covered by this Agreement, the provisions of the Schedule A shall prevail.

(b) Any dispute as to the applicable source between this Agreement and any Schedule A for determining the wages, hours and working conditions of employees on this Project shall be resolved under the procedures established in Article VIII by Howard Block, or his designee from the Article VIII panel. It is understood that this Agreement, together with the referenced Schedule A's constitute a self-contained, stand-alone agreement and that by virtue of having become bound to this Project Labor Agreement the Contractor will not be obligated to sign any other local, area or National Agreement as a condition of performing work within the scope of this Agreement.

Section 5. This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

Section 6. This Agreement shall be limited to the new construction work within the scope of this Agreement, as set forth in Section 1 of this Article, for which bids have been received on and

after the effective date of this Agreement, including, specifically, site preparation, and those utilities constructed by the Airport or its Contractors and modifications or rehabilitation of existing facilities. Nothing contained herein shall be construed to prohibit, restrict, or interfere with the performance of any other operation, work or function awarded to any contractor before the effective date of this Agreement or which may be performed or contracted by the Owner for its own account on the property or in and around the construction site.

Section 7. It is understood that the liability of the Contractor and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the Owner, Owner's Representative, Owner's Designee and/or any Contractor.

Section 8. None of the provisions of this Agreement shall be construed to prohibit or restrict the Airport or its employees from performing any work on or around the construction site. As the Owner accepts areas of covered work, the Agreement shall have no further force or effect on such items or areas except where the Contractor is directed by the Owner to engage in repairs or punch list modifications.

Section 9. It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any and all portions of the covered work at any time.

ARTICLE III
LABOR/MANAGEMENT COOPERATION
JOINT ADMINISTRATIVE COMMITTEE

Section 1. The parties to this Agreement recognize the necessity for cooperation and communication between Labor and Management and the elimination of disputes and misunderstandings among the parties. To this end, a representative of the Owner's Designee will meet monthly with the representatives of the Building Trades Council and signatory Local Unions to promote harmonious and stable labor/management relations on the Project, and to insure effective and constructive communications between the labor and management parties. The date and time of this meeting will be determined by the parties and will be open to all representatives of Contractors signatory to this Agreement.

At this meeting, the Owner's Designee representative will give a report on the safety and progress of on-going contracts and any outstanding issues pertaining to this Project, and will entertain questions and discuss labor relations matters of mutual interest affecting the work and the administration of the Agreement.

Section 2. A Project Labor Agreement Joint Administrative Committee will be formed consisting of equal numbers of Union representatives - selected by the Unions - and Contractor representatives - selected by Owner's Designee in consultation with the Owner. The Committee shall be jointly chaired by a representative of Owner's Designee and a representative of the Unions appointed by the Building and Constructions Trades Department. The purpose of the committee will be to resolve disputes and, misunderstandings having project-wide significance or involving interpretation of terms and conditions of this Agreement that will have general application to all Contractors.

The Committee shall meet at the call of the Joint Chairs of the monthly Labor/Management Meeting to discuss any labor/management problems that may arise, or any other matters consistent with this Agreement. Owner's Designee shall be responsible for the scheduling of the meetings, the preparation of the agenda topics for the meeting with input from the Unions and Contractors. Notice of the date, time and place of the meeting shall be given to the Committee members at least three (3) working days prior to the meeting. In an emergency, a meeting of the Committee may be held within forty-eight (48) hours at the request of any member Union or Contractor.

At such meetings, any member may present facts concerning any alleged violations of any part of the Agreement by a Contractor or its subcontractors or by any Union. The Unions and the Contractors each agree to notify the other party upon discovery of any potential violations of this Agreement or any practices that might lead to a misunderstanding or dispute between the parties. Any agreement or resolution reached pursuant to this paragraph shall not supersede, alter, modify, amend, add to or subtract from this Agreement.

All parties signatory to this Agreement acknowledge the importance of active support of the Joint Administrative Committee and agree to attend and participate in the meetings, as their responsibility on the Project requires.

ARTICLE IV
UNION RECOGNITION AND EMPLOYMENT

Section 1. The Contractor recognizes the Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this Agreement. The Parties acknowledge that the collective bargaining relationship so established is a “pre-hire” relationship permitted by Section 8(f) of the National Labor Relations Act, except that this provision does not change any pre-existing Section 9(a) collective bargaining relationship that exists between any Contractor and Union parties to this Agreement.

Section 2. The Contractor shall have the right to determine the competency of all employees, the number of employees required and shall have the sole responsibility for selecting employees to be laid off, consistent with Section 10(b) of this Article and Article V, Section 3 below.

Section 3. For Local Unions now having a job referral system as contained in Schedule A, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as it may be modified by this Article. Such job referral system will be operated in a non-discriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination, and referrals shall not be affected in any way by the rules, regulations, by-laws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements. All of the foregoing hiring procedures, including related practices affecting apprenticeship and training, will be operated so as to facilitate the ability of the Contractors to meet any and all equal employment opportunity/affirmative action obligations. The Contractor may reject any referral for any reason, provided the Contractor complies with Article XI, Section 6(a). Where airport security clearance requirements apply to work to be performed, the Contractor will inform the Union hiring hall dispatcher of those requirements when requesting workers.

Section 4. In the event that Local Unions are unable to fill any requisitions for employees within forty-eight (48) hours after such requisition is made by the Contractor (Saturdays, Sundays, and holidays excepted), the Contractor may employ applicants from any other available source. The Contractor shall inform the Union of the names, addresses and social security numbers of any applicants hired from other sources and refer the applicants to the Local Union for dispatch to the Project prior to the commencement of any work by such employees.

Section 5. The Local Unions shall not knowingly refer an employee currently employed by any Contractor working under this Agreement to any other Contractor.

Section 6. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft workers to fulfill the manpower requirements of the Contractor, including calls to local unions in other areas when its referral lists have been exhausted. The parties to this Agreement support the development of increased numbers of skilled construction workers from the residents of the area of the Project to meet the needs of these Project and the requirements of the industry generally. Toward that end, the Unions agree to encourage the referral and utilization, to the extent permitted by law and the hiring hall procedures, of qualified residents as

journeymen and apprentices on this Project and entrance into such apprenticeship and training programs as may be operated by the signatory Local Unions.

Section 7. In the event that a signatory Local Union does not have a job referral system as set forth in Section 3 above, the Contractor shall give the Union equal opportunity to refer applicants. The Contractor shall notify the Union of names, addresses and social security numbers of employees hired from any source other than referral by the Union prior to the commencement of any work by such employee.

Section 8. In the event the Local Unions either fail, or are unable, to refer qualified minority or female applicants in percentages equaling the Contractor's affirmative action goals, if any, the Contractor may employ qualified minority or female applicants from any other available source. The Contractor shall inform the Union of the name and social security numbers of any applicants hired from other sources and refer the applicant to the Local Union for dispatch to the Project, prior to the commencement of any work by such employee.

Section 9. No employee covered by this Agreement shall be required to join any Union or pay any agency fees or dues as a condition of being employed, or remaining employed, on the Project. Where, however, there is in effect and in the possession of the Contractor a voluntary written dues or working assessment deduction authorization executed by the employee on a standard form furnished by the Union, the Contractor agrees to deduct union dues or working assessments from the pay of the employee and to remit the dues to the Union at the same time that trust fund contributions are required to be remitted to the administrators of the appropriate trust funds on behalf of that employee.

Section 10 (a). The parties recognize the Owner's interest in providing opportunities to participate on the Project to minority- and women-owned business enterprises as well as other enterprises which may not have previously had a relationship with the Unions signatory to this Agreement. To ensure that such enterprises will have an opportunity to employ their "core" employees on this Project, the parties agree that in those situations where a Contractor not a party to the current collective bargaining agreement with the signatory Union having jurisdiction over the affected work is a successful bidder, the Contractor may request by name, and the Local Union will honor, referral of persons who have applied to the Local Union for Project work and who meet the following qualifications:

- (1) possess any license required by state or federal law for the Project work to be performed;
- (2) have worked a total of at least two thousand (2,000) hours at the level of journeyman in the specific construction craft during the prior three (3) years;
- (3) were on the Contractor's active payroll for at least one hundred eighty (180) calendar days out of the twelve (12) months prior to the contract award;
- (4) have the ability to perform safely the basic functions of the applicable trade.

The Union will refer to such Contractor one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, and will then refer one of such Contractor's "core" employees as a journeyman and shall repeat the process, one and one, until such Contractor's crew requirements are met or until such Contractor has hired seven (7) "core" employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s).

(b) For the duration of the Contractor's work the ratio shall be maintained and when the Contractor's workforce is reduced, employees shall be reduced in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring.

Section 11. Except as provided in Section 10(b) above and Article V, Section 3, individual seniority will not be recognized or applied to employees working on the Project.

Section 12. The selection and hiring of craft foremen and/or general foremen and the number of foremen required shall be entirely the responsibility of the Contractor, except that no craft foreman shall be required to supervise more than ten (10) craft employees. Craft foremen shall be designated working foremen at the request of the Contractor. Craft workers covered by this Agreement will, in the normal day-to-day operations, take their direction and supervision from their foreman, except that authorized representatives of the Contractor may give incidental instructions to the workers in the absence of the foreman or in special circumstances when immediate direction is necessary.

ARTICLE V
UNION REPRESENTATION AND STEWARDS

Section 1. Authorized representatives of the Union shall have access to the Project, provided that they do not interfere with the work of the employees and further provided that such representatives fully comply with posted visitor, security and safety rules and the environmental compliance requirements of the Project. It is understood that because of the separate and multiple sites of the covered work, heightened airport security rules, and the type of work being undertaken on the Project sites, visitors may be limited to certain times, or areas, or to being accompanied at all times while on the Project site; with this in mind, however, the Contractor recognizes the right of access set forth in this Section and the need to meet with represented workers. Consistent with the foregoing requirements, such access will not be unreasonably withheld from an authorized representative of the Union.

Section 2 (a). Each signatory Local Union shall have the right to designate a working journeyman as a steward for each shift, and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

(b) In addition to his work as an employee, the steward shall have the right to receive, but not solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward shall be concerned with the employees of the steward's Contractor and if applicable, subcontractors, and not with the employees of any other Contractor. The Contractor will not discriminate against the steward in the proper performance of his union duties.

(c) When a Contractor has multiple, non-contiguous work locations on the site, the Contractor may elect to have the Union appoint additional working stewards to provide independent coverage of one or more such locations, or allow the existing steward reasonable time away from his work duties to service such other locations with approval from his supervisor, which approval will not be unreasonably withheld.

(d) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 3. The Contractor agrees to notify the appropriate Union twenty-four (24) hours prior to the layoff of a steward, except in the case of disciplinary discharge for just cause. If a steward is protected against such layoff by the provisions of any Schedule A, such provisions shall be recognized to the extent that the steward possesses the necessary qualifications to perform the work remaining. In any case in which a steward is discharged or disciplined for just cause, the appropriate Union and Owner's Designee shall be notified immediately by the Contractor.

Section 4. On work where the personnel of the Airport(s) may be working in close proximity to the construction activities, the Union agrees that the Union representatives, stewards and

individual workers will not interfere with personnel, or with personnel employed by any other employer not a party to this Agreement.

ARTICLE VI
MANAGEMENT'S RIGHTS

Section 1. The Contractor retains the full and exclusive authority for the management of its operations and shall be responsible for the management and prosecution of the work consistent with the provisions of this Agreement. Except as expressly limited by other provisions of this Agreement, the Contractor retains the right to direct the workforce, including the hiring, promotion, transfer within a contract, layoff, discipline or discharge for just cause of its employees; the selection of foremen; the assignment and schedule of work; the promulgation of reasonable work rules; and, the requirement of overtime work, the determination of when it will be worked and the number and identity of employees engaged in such work. No rules, customs, or practices which limit or restrict productivity, efficiency or the individual and/or joint working efforts of employees shall be permitted or observed. The Contractor may utilize any methods or techniques of construction.

Section 2. There shall be no limitation or restriction by a signatory Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization of equipment, machinery, packaging, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials, tools, or other labor saving devices. The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that installation of manufactured items may be performed by employees employed under this Agreement who may be directed by other personnel in a supervisory role, or, by employees of the vendor or manufacturer where performance of the work by those employees is expressly stated in the manufacturer's or vendor's written warranty or guarantee to be a condition for the warranty or guarantee for such manufactured item or where the employees working under this Agreement lack the required skills to perform the work, provided the manufacturer or vendor possesses any license required for the performance of the work. For any work performed pursuant to this provision, the Contractor shall provide copies of the written warranty requirement to the Union and the Owner's Designee prior to the commencement of work by the manufacturer or vendor. This exclusion does not apply to any on-site construction work subcontracted by such manufacturer or vendor. In the absence of a written warranty, the Contractor responsible for performing the work will assign the work to the appropriate craft prior to the commencement of work.

Section 3. The use of new technology, equipment, machinery, tools and/or laborsaving devices and methods of performing work may be initiated by the Contractor from time-to-time during the Project. The Union agrees that it will not in any way restrict the implementation of such new devices or work methods. If there is any disagreement between the Contractor and the Union concerning the manner or implementation of such device or method of work, the implementation shall proceed as directed by the Contractor, and the Union shall have the right to grieve and/or arbitrate the dispute as set forth in Article VIII of this Agreement.

Section 4. The Owner reserves the right to use its employees to monitor and service electrical pumps, compressors and generators, and to turn off and turn on lighting and power to operate and maintain existing facilities or any other activity to operate or maintain the Airport.

ARTICLE VII
WORK STOPPAGES AND LOCKOUTS

Section 1. There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason (including disputes relating to the negotiation or renegotiation of the local collective bargaining agreements which serve as the basis for the Schedule A's) by the Union(s) or employees against any Contractor covered under this Agreement and there shall be no lockout by the Contractor. Failure of any Union or employee to cross any picket line established by any Union, signatory or non-signatory to the Agreement, or by any other organization or individual at or in proximity to the Project construction sites is a violation of this Article.

Section 2. The Contractor may discharge any employee violating Section 1, above, and any such employee will not be eligible for rehire under this Agreement for a period of one hundred eighty (180) calendar days. Owner's Designee and the Union shall take all steps necessary to obtain compliance with this Article and neither shall be held liable for conduct for which it is not responsible.

Section 3 (a). If the Contractor contends that any Union has violated this Article, Article IX, Section 4 or Article XVIII, Section 3, it will notify in writing the International President(s) of the Union(s) involved, advising him of the fact, with copies of such notice to the Local Union(s) involved, to the Building Trades Council, to the Building and Construction Trades Department and Owner's Designee. The International President or Presidents will immediately instruct, order and use the best efforts of his office to cause the Local Union(s) to cease any violation of this Article. An International Union complying with this obligation shall not be liable for unauthorized acts of its Local Union.

(b) If the Union contends that any Contractor has violated this Article, it will notify the Contractor and Owner's Designee setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 5. It is agreed by the parties that the term "lockout" for purposes of this Agreement does not include discharge, termination or layoff of employees by the Contractor, nor does it include the Contractor's decision to terminate or suspend work on the Project or any portion thereof for any operational reason or special circumstances.

Section 4. There shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity affecting the Project sites during the term of this Agreement. Any Union or Local Union which initiates or participates in a work stoppage in violation of this Article, or which recognizes or supports the work stoppage of another Union or Local Union which is in violation of this Article, agrees as a remedy for said violation, to pay liquidated damages in accordance with Section 5(h).

Section 5. Any party, including the Owner or Owner's Designee, whom the parties agree are a party in interest for purposes of this Article, may institute the following procedure, in lieu of or in addition to any other contractual procedure or any action at law or equity, when a breach of Section 1, above, Section 4 of Article IX, or Section 3 of Article XVIII is alleged:

(a) A party invoking this procedure shall notify John Kagel, or _____ whom the parties agree shall be the Permanent Arbitrator and his alternate, respectively, under this procedure. In the event that the Permanent Arbitrator is unavailable at any time, he shall appoint his alternate to hear the dispute. Notice to the Permanent Arbitrator shall be by the most expeditious means available, with notices to the party alleged to be in violation and to the Building Trades Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by telegram, facsimile, hand delivery or overnight mail but will be deemed effective upon receipt.

(b) Upon receipt of said notice, the Permanent Arbitrator named above or his alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after the notice to the International President(s) required by Section 3, above.

(c) The Permanent Arbitrator shall notify the parties of the place and time chosen for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the Permanent Arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party or parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the Permanent Arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Section 1, above, Section 4 of Article IX, or Section 3 of Article XVIII, has in fact occurred. The Permanent Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or, except as expressly provided by Section 5(h) of this Article, to award damages, which issue is reserved 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 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. The Permanent Arbitrator may order cessation of the violation of the Article and other appropriate relief, and such Award shall be served on all parties by hand or registered mail upon issuance.

(e) Such Award shall be final and binding on all parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Permanent Arbitrator's Award as issued under Section 5(d) of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the Permanent Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address by registered mail.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the parties to whom they accrue.

(g) The fees and expenses of the Permanent Arbitrator shall be borne equally by the parties unless the Permanent Arbitrator determines that particular circumstances of the case require that they be allocated differently.

(h) If the Permanent Arbitrator determines that a violation of Section 1, above, Section 4 of Article IX, or Section 3 of Article XVIII, has occurred in accordance with Section 5(d) above, the Arbitrator shall be empowered to assess up to \$10,000 as liquidated damages as determined by the Arbitrator for the first shift in which the violation occurred, and shall impose \$10,000 for each shift thereafter on which the craft has not returned to work. The Arbitrator shall determine whether the specified damages in this Section shall be paid to the Owner or the affected Employer. If the Arbitrator determines that a lockout has occurred in violation of Section 1, he shall be empowered to award back pay to the employees who were locked out. The Permanent Arbitrator shall retain jurisdiction to determine compliance with this section and Section 2 of this Article.

Section 6. Procedures contained in Article VIII shall not be applicable to any alleged violation of this Article, with the single exception that any employee discharged for violation of Section 1, above, may resort to the procedures of Article VIII to determine only if he was, in fact, engaged in that violation.

Section 7. Owner's Designee is a party-in-interest in all proceedings arising under this Article and Articles VIII and IX and shall be sent contemporaneous copies of all notifications required under these articles by the party serving the notice, and, at its option, may initiate or participate as a full party in any proceeding initiated under these articles.

ARTICLE VIII
DISPUTES AND GRIEVANCES

Section 1 (a). This Agreement is intended to provide close cooperation between management and labor. Owner's Designee and the Building Trades Council shall each assign a representative to this Project for the purpose of assisting the Department, the International and Local Unions, together with the Contractor, to complete the construction of this Project economically, efficiently, continuously and without interruption, delays or work stoppages.

(b) Owner's Designee, Contractors, Unions, and employees collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work on the Project, and agree to resolve disputes in accordance with the arbitration provisions set forth in this Article.

Section 2. Any question arising out of and during the term of this Agreement involving its interpretation and application (other than trade jurisdictional disputes or alleged violations of Article VII, Section 1, or Article IX, Section 4) shall be considered a grievance and subject to resolution under the following procedures.

Step 1. (a) When any employee subject to the provisions of this Agreement feels he is aggrieved by a violation of this Agreement, he shall, through his Local Union business representative or job steward, within five (5) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor and to Owner's Designee stating the provision(s) alleged to have been violated. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within three (3) working days thereafter, pursue Step 2 of the grievance procedure provided the grievance is reduced to writing on the Owner's Designee Standard Grievance Form (Attachment 9), setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential, except as to the parties directly involved, unless endorsed by Owner's Designee within five (5) working days after resolution has been reached.

(b) Should the Local Union(s) or Owner's Designee or any other Contractor have a dispute with the other party that has Project-wide implications and, if after conferring within ten (10) working days after the disputing party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within three (3) working days, the dispute shall be reduced to writing on the Owner's Designee Standard Grievance Form and be referred to the Project Labor Agreement Joint Administrative Committee ("JAC") under Article III for adjustment. All other Local Union, Owner's Designee or Contractor disputes shall be reduced to writing and referred to Step 2 of this Article.

Step 2. The Business Manager of the involved Local Union or his designee, together with the International Union representative or his designee of that Union, the site representative of the involved Contractor, and the labor relations representative of Owner's Designee shall meet

within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) working days after the initial meeting at Step 2.

Step 3. (a) If the grievance shall have been submitted but not resolved under Step 2 or by the JAC in the case of a Local Union or Contractor project-wide dispute, either party may request in writing within seven (7) working days after the initial Step 2 meeting or the meeting of the JAC, that the grievance be submitted to an arbitrator selected from the permanent panel of the following three (3) arbitrators: Sara Adler, Howard Block, and John Kagel. The decision of the Arbitrator shall be final and binding on all parties and the fee and expenses of such arbitration shall be borne equally by the parties unless the Arbitrator determines that particular circumstances of the case require that they be allocated differently.

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. Failure of the respondent party to adhere to the time limits established herein shall entitle the grieving party to advance the grievance to the next step of this procedure. The Arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to or detract from any of the provisions of this Agreement.

Section 3. No adjustment or decision may provide retroactivity exceeding sixty (60) calendar days prior to the date of the filing of a written grievance.

Section 4. Owner's Designee shall be notified by the involved Contractor of all grievances and shall receive copies of required written responses by the party responsible for taking actions at Steps 2 and 3 and shall, upon its request, be permitted to participate fully in all proceedings at these steps.

ARTICLE IX

JURISDICTIONAL DISPUTES

Section 1 (a). Work shall be assigned by the Contractor based upon the appropriate agreements of record, decisions of record, previously provided local written agreements between and/or among the Unions, and custom and practice in the industry. Such assignments shall be disclosed by the Contractor at a pre-job conference held in accordance with industry practice, which pre-job conference will include a representative of Owner's Designee. Traditional building and construction work shall be assigned pursuant to the building and construction Schedule A's. Work that is not traditional building and construction work will be assigned in accordance with the appropriate Schedule A's for the particular segment of the industry which is involved.

(b) The Contractor, following procedures outlined in Attachment 4, will announce proposed work assignments at a pre-job jurisdictional assignment conference held in accordance with industry practice not later than fourteen (14) calendar days before commencing any work under this contract. The pre-job conference will include a representative of Owner's Designee. Any Union in disagreement with the proposed assignment shall notify the Contractor of its position in writing, with a copy to Owner's Designee and the Building Trades Council, within seven (7) calendar days thereafter. Within seven (7) calendar days after the period allowed for Union notices of disagreement with the Contractor's proposed assignments, but prior to the commencement of any work, the Contractor shall make final assignments in writing with copies to the Building Trades Council and the Owner's Designee.

Section 2. Any jurisdictional dispute over the Contractor's assignment of work shall be settled in accordance with one of the following procedures:

(a)..Where the work in dispute involves traditional building and construction work, the parties agree that the dispute will be settled in accordance with the procedural rules and regulations of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, effective June 1, 1984, or any successor plan (the "Plan").

(b) Where the work in dispute is not traditional building and construction work, or is claimed by any of the parties to the dispute not to be traditional building and construction work, and a difference exists among the parties as to the appropriate procedure with jurisdiction to resolve the dispute, the dispute will be settled in accordance with the following procedure.

(i) If the dispute is not resolved among the parties within seven (7) working days, any one of the Unions or the involved Contractor may refer the dispute, within five (5) working days thereafter, to the International Unions with which the disputing Unions are affiliated. The International Unions and the involved Contractor will meet promptly to resolve the dispute. Any resolution will be reduced to writing and signed by representatives of the involved Contractor and the International Unions. The parties will provide a copy of any resolution to Owner's Designee.

(ii) In the event that the respective International Unions of the disputing Local Unions and the involved Contractor are unable to resolve the dispute within fifteen (15) calendar days from the date of referral, any of the interested parties may refer the dispute to D. Quinn

Mills, who the parties agree will be the Permanent Arbitrator and his alternate, respectively, under this Article to hear and decide issues arising from the work assignment that is the basis of the dispute. The Permanent Arbitrator will, within twenty (20) calendar days of such referral, conduct a hearing and render a determination of the dispute.

- (3) In such hearing, the Permanent Arbitrator will first determine whether the work in dispute is traditional building and construction work and whether all parties to the dispute are bound to the Plan. If he determines that the work is traditional building and construction work and that all parties are bound to the Plan, the Permanent Arbitrator will refer the dispute to the Plan for resolution. If he determines that the work is not traditional building and construction work or that one or more of the Unions is not bound to the Plan, the Permanent Arbitrator will proceed to determine the dispute on the merits.

(c) Any award or resolution made pursuant to this procedure, shall be final and binding on the disputing Unions and the involved Contractor under this Agreement only, and may be enforced in any court of competent jurisdiction in accordance with the Plan. Such award or resolution shall not establish a precedent on any construction work not covered by this Agreement. In all disputes under this Article, Owner's Designee shall be notified of the dispute and any meetings among the disputing parties to resolve the dispute; and shall be considered a party in interest, with a full right of participation.

Section 3. In making any determination hereunder, there shall be no authority to assign work to a double crew, that is, to more employees than the minimum required to perform the work involved; nor to assign the work to employees who are not qualified to perform the work involved. 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 determination shall decide only to whom the disputed work belongs.

Section 4. There will be no strikes, work stoppages, slow downs, or other disruptive activity arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall proceed as assigned by the Contractor. The award or resolution shall be confirmed in writing to the involved parties with a copy to Owner's Designee. There shall be no strike, work stoppage or interruption in protest of any such award or any resolution.

ARTICLE X

WAGES AND BENEFITS

Section 1. All employees covered by this Agreement shall be classified in accordance with work performed and paid the hourly wage rates for those classifications in compliance with the applicable prevailing wage determination incorporated in the Contractor's contract and such rates shall be frozen for the duration of the work covered by that contract. The applicable prevailing wage determination for each contract shall be that determination which is included in the bid specifications for the contract and shall govern in the event of a conflict with any of the provisions or practices under this Agreement. Apprentices shall be paid in accordance with the applicable ratio or percentage of the journeyman rate contained in the Schedule A. If the prevailing wage laws are repealed during the term of this Agreement, the Contractor shall pay the wage rates established under the Schedule A's, except as otherwise provided in this Agreement.

Section 2. All employees covered by this Agreement may be paid by check and shall be paid no later than the end of the last day of the shift. Any employee who is discharged or laid off shall be entitled to receive all accrued wages immediately upon discharge or layoff. Paychecks shall be drawn on a local bank, or the Contractor shall make local check-cashing facilities available to the employees. No more than one week of wages may be withheld. Notification of layoff shall be at the Contractor's discretion but not given later than the end of the work shift on the date the layoff is to be effective. Such notification may be verbal. The hiring hall shall be similarly notified of any layoff no later than three (3) working days after the termination.

Section 3. The Contractor will pay contributions to the established employee benefits funds in the amounts designated in the appropriate Schedule A and will make all employee-authorized deductions in the amounts designated in the appropriate Schedule A, including adjustments to the contribution rates that may be made in renegotiation of the local collective bargaining agreement that serves as the basis for Schedule A during the life of the Contractor's contract in accordance with the provisions of Article XVIII, Section 2 of this Agreement; provided, however, that the Contractor and the Union agree that only such bona fide benefit plan contributions, as determined by the State Labor Commissioner, and included in the prevailing wage determination, shall be included in this requirement and shall be made by the Contractor. Authorized employee deduction programs established or negotiated under the applicable Schedule A or by the parties to this Agreement during the life of this Agreement may be added, subject to the limitations upon such negotiated changes contained in Article XVIII, Section 2 of this Agreement.

The Contractor adopts and agrees to be bound by the written terms of the legally established trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractor authorizes the parties to such Trust Funds to appoint Trustees and successor Trustees to administer the Trust Funds and hereby ratifies and accepts the Trustees so appointed as if made by the Contractor.

Section 4. Contractors of whatever tier shall make regular and timely contributions required by Section 3 of this Article in amounts and on the time schedule set forth in the appropriate Schedule A. Delinquency in remission of contributions is a breach of this Agreement. If a Contractor or subcontractor is delinquent in any such contributions, the Union or the Trust Fund

shall provide timely notification to Owner's Designee after efforts by the Fund to resolve the delinquency have been exhausted, and provide documentary evidence of the delinquency endorsed by the Fund. Upon such notification, Owner's Designee will attempt to resolve the delinquency among the Contractor or subcontractor, the Union and the Fund. If the delinquency is not resolved within ten (10) working days thereafter, the Contractor, in the case of a delinquent subcontractor, shall withhold an amount to cover the delinquency from any retained funds otherwise due and owing to the subcontractor and shall not release such withholding until the subcontractor is in compliance, provided, however, that if the delinquent amount is undisputed in whole or in part between the Fund and the delinquent subcontractor, the Contractor shall issue a joint check payable to the Fund and the subcontractor in the amount of the undisputed delinquency. In the case of a delinquent prime Contractor, Owner's Designee shall notify the Owner of the delinquency and request the Owner to withhold, in an appropriate amount, any funds due and owing to the Contractor. Pursuant to the announced commitment of the Owner, and to the extent permitted by law, the Contractor shall be subject to withholding of retained amounts which may only be released upon the Contractor's resolution of the delinquency as evidenced by a written statement endorsed by the Fund. Where there is no dispute as to the amount of the delinquency, retained amounts may be released by a joint check payable to the Contractor and the Fund in the amount of any undisputed delinquency.

ARTICLE XI
HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

Section 1. Work Day and Work Week. Eight (8) hours per day between the hours of 5:00 A. M. and 4:30 P.M., plus one-half (½) hour unpaid lunch shall constitute the standard work day. Forty (40) hours per week shall constitute a regular week's work. Employees shall be entitled to a one-half (1/2) hour unpaid lunch period approximately mid-way through the shift. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week. The Union(s) shall be informed of the work day, work week and work starting time set by the Contractor at the pre-job conference which may be changed thereafter by the Contractor upon three (3) working days' notice to the Union(s) and the workers, or upon less notice if the change is directed by the Owner. This standard work day and work week may be changed in advance of construction by the specifications in contract bid documents or, during the progress of the work, as necessary by the Owner to meet specification requirements or immediate Airport operating requirements, or as directed by any federal, state or local government agency empowered to impose such changes. Such changes shall be made with as much notice as possible to the affected Unions and workers consistent with the operating condition requiring the change and, if done in accordance with this provision, shall be made without penalty or restriction that might otherwise be applicable to such a change.

Section 2. Starting Times. Employees shall be at their place of work at the starting time and shall remain at their place of work (as designated by the Contractor) performing their assigned functions until quitting time, which is defined as fifteen (15) minutes before the scheduled end of the shift. This fifteen (15) minutes shall be used for pickup, clean up and travel. The place of work shall be defined as the gang or toolbox, or equipment at the employee's assigned work location or the place where the foreman gives instructions. The parties reaffirm their policy of a fair day's work for a fair day's wage. There shall be no pay for time not worked unless the employee is otherwise engaged at the direction of the Contractor.

Section 3. Overtime. Overtime shall be defined as all hours worked in excess of eight (8) daily, Monday through Friday, and all hours worked on Saturday, Sunday and holidays and shall be paid as follows:

- (a) One and one-half (1 ½) times the straight time rate of pay, Monday through Friday and the first eight (8) hours on Saturday;
- (b) Two (2) times the straight time rate of pay on all hours in excess of eight (8) on Saturday and all hours on Sunday and holidays.

There will be no restriction on the Contractor's scheduling of overtime or the non-discriminatory designation of employees who will work. Steward overtime shall be as provided in the applicable Schedule A, provided the steward is qualified to perform the work available. There shall be no pyramiding of overtime pay under any circumstances.

Section 4 (a). Shifts. Shift work may be performed at the option of the Contractor(s) upon three (3) working days' prior notice to the Union, unless a shorter notice period is provided in the applicable Schedule A. Where, however, a shift change is directed by the Owner and is required

by immediate and necessary Airport operating conditions, shorter notice of the shift change may be given, provided that such notice is given not later than the end of the workshift prior to the commencement of the change. Once instituted, an established shift shall continue for a period of not less than five (5) working days. Saturdays and Sundays, if worked, may be used for establishing the five (5) day minimum work shift. Where Airport operating conditions cause the change, the shift schedule will continue for the duration of the condition causing the change and may be ended with a reversion to the original shift without penalty. Notice to the Unions and the workers at the time of the change of shift will include notice of the expected duration of the change. If two (2) shifts or three (3) shifts are worked, the second shift shall consist of seven and one-half (7 ½) hours of continuous work exclusive of one-half (½) hour unpaid lunch period for eight (8) hours' pay, and the third shift shall consist of seven (7) hours of continuous work exclusive of one-half (½) hour unpaid lunch period for eight (8) hours' pay. The last shift starting on or before 6:00 P.M. Friday shall be considered Friday work time; while the first shift ending at or after 6:00 A.M. on Monday shall be considered Monday work time. The shift starting at or after 5:00 A.M. is designated as the first shift, with the second shift following.

(b) The Contractor may, upon five (5) working days' notice to the appropriate Union(s), establish a work week of four (4) consecutive ten (10) hour work days (exclusive of one-half (½) hour unpaid lunch, approximately midway through the shift). Such work week will start on Monday and conclude on Thursday, and shall continue for a period of not less than two (2) workweeks. Pay compensation shall be at straight time for the first ten (10) hours. If the Contractor works a second ten (10) hour shift, compensation will be at straight time for the first ten (10) hours plus the one-half (½) hour second shift premium.

(c) Multiple shift (a two (2) or three (3) shift) operations will not be required on the entire Project if at any time the Contractor deems it advisable and necessary to work multiple shifts on a specific operation. When multiple shifts are worked, the number of employees on each shift of the operation may vary according to the conditions applicable to each shift and nothing shall require that there be "man-for-man" relief in successive shifts.

(d) When conditions beyond the control of the Contractor, contract specifications, or the Authorized Owner's Representative's direction to the Contractor require that work can only be performed outside the regular day shift, or that the shift work time be split, then a special shift may be established and shall be worked at the straight time rate of pay. The starting time of work will be set by the Contractor to fit the work conditions. It is recognized that due to Airport operating restrictions, such shifts may be of less than eight (8) hours' duration. Employees working on these special shifts will be paid for time worked in accordance with the schedule in Section 6(a).

(e) The parties acknowledge that certain construction activities may pose unique work scheduling issues, including a requirement for continuous work twenty-four (24) hours per day, seven (7) days a week, particularly during the placement of concrete. The parties agree to establish, in good faith, hours of work provisions to assure uninterrupted work on concrete placement in accordance with contract specifications

Section 5. Holidays. Recognized holidays on this Project shall be New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans'

Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. Work performed on holidays shall be paid at double the straight time rate of pay. If a designated holiday falls on Saturday, it shall be observed on the preceding Friday and a holiday falling on Sunday shall be observed on the following Monday.

Section 6 (a). Reporting Pay. Employees reporting for work and for whom no work is provided, except when given notification not to report to work, shall receive two (2) hours pay for an eight-hour (8) shift, and three (3) hours pay for a ten hour (10) shift, at the regular straight time hourly rate. Employees who are directed to start work, shall receive a minimum of four (4) hours' pay for an eight-hour (8) shift, and five (5) hours' pay for a ten-hour (10) shift at the regular straight-time hourly rate. Employees who work beyond four (4) hours shall be paid a minimum of eight (8) hours' pay, for an eight-hour (8) shift and employees who work beyond five (5) hours for a ten-hour (10) shift, shall be paid ten (10) hours pay, at the regular straight time rate of pay, except that in circumstances beyond the Contractor's control and/or due to Airport operating restrictions, they shall be paid for actual hours worked. Whenever reporting pay is provided for employees, they will be required to remain at the Project site available for work for such time as they receive pay, unless released earlier by the principal supervisor of the Contractor(s) or their designated representative. Each employee shall furnish his Contractor with his current address and telephone number, and shall promptly report any changes in each to the Contractor.

(b) When an employee who is sent to the jobsite from the Union referral facility in response to a request by the Contractor for an employee for one (1) day starts work, the employee will be paid a minimum of eight (8) hours for an eight (8) hour shift or a minimum of ten (10) hours for a ten (10) hour shift.

(c) Any employee called out to work outside of his shift shall receive a minimum of four (4) hours pay at the appropriate rate, including any applicable premium. This does not apply to time worked as an extension (before or after) of the employee's normal shift.

(d) When an employee leaves the job or work location of his own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Article XIII, Section 4, the employee shall be paid only for the actual time worked.

(e) In all cases, if the employee is reporting on a day on which a premium rate is paid, reporting pay shall be calculated at that rate.

Section 7. Time Keeping. The Contractor may utilize brassing systems to check employees in and out. Each employee must check himself in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

Section 8. Meal Period. The Contractor will schedule a meal period not more than one-half (½) hour's duration at the work location at approximately at the mid-point of the scheduled work shift (four (4) hours of an eight (8) hour shift in a five (5)-day work week, five (5) hours of a ten (10) hour shift in a four (4)-day work week), consistent with Section 1; provided, however, that the Contractor may, for efficiency of the operation, establish a schedule which coordinates the meal periods of two (2) or more crafts. If an employee is required to work through his meal period, he shall be compensated in a manner established in the applicable Schedule A.

ARTICLE XII
APPRENTICES

Section 1. The parties recognize the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, and the Contractor(s) will employ apprentices in their respective crafts to perform work within their capabilities and customarily performed by the craft in which they are indentured.

Section 2. The Union agrees to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage allowable under the applicable State Apprenticeship program standards and the prevailing wage determination and there shall be no restrictions on the utilization of apprentices in performing the work of their craft provided they are properly supervised. If the Schedule A and prevailing wage determination permit, other non-journeyman classifications may be utilized at the Contractor's discretion as part of the applicable ratio.

ARTICLE XIII
SAFETY, PROTECTION OF PERSON AND PROPERTY

Section 1 (a). Safe Work Practices. It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with any safety rules contained herein or as may be established by the Owner or the Contractor. It is understood that the employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the Owner.

(b) Site Rules. Employees shall be bound by the safety, security and visitor rules and environmental compliance requirements established by the Contractor or the Owner. These rules will be published and posted in conspicuous places throughout the work site. An employee's failure to satisfy his obligations under this Section will subject him to discipline, including discharge.

Section 2 (a) Security – Controlled Substances, Firearms and Explosives The work covered by this Agreement will occur on Airport properties governed by the highest federal and state anti-terrorism security measures and may occur in restricted security areas. In support of those heightened security requirements and in conformity with construction safety requirements generally, the parties agree that the use, sale, transfer, purchase and/or possession of a controlled substance, alcohol, firearms and/or explosives while on the Owner's premises are strictly prohibited. Accordingly, the parties have agreed to appropriate procedures and safeguards for the testing of employees for prohibited or controlled substances set forth in Attachment 1.

(b) Restricted areas The parties acknowledge and agree that work within the scope of this Agreement may occur in restricted security areas of these airports and that employees required to work in such areas will, as a condition of employment on this Project, be subjected to a ten (10) year personal background check by the FBI or other authorized agency, fingerprinting and security clearance and will be required to comply with regulations imposed by the Owner and the Federal Aviation Administration or any federal or state regulatory body governing access to airport operations in such areas. The Unions acknowledge that Union representatives will undergo the same clearance procedures as a condition to their access to these areas and therefore agree that such conditions will be imposed and that application and enforcement of such requirements may be grounds to terminate or deny an employee work on the Project or to deny access of their representatives to these Project areas.

Section 3. The inspection of incoming shipments of equipment, machinery and construction materials of every kind shall be performed at the discretion of the Contractor by individuals of its choice. All employees shall comply with the security procedures established by the Owner or the Contractor.

Section 4. A Contractor may suspend all or a portion of the job to protect the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the contractor requests employees to remain at the site and

available for work, the standby time shall be considered time worked and compensated at the appropriate rate of pay.

Section 5. The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all employees.

Section 6. Workers' Compensation. All employees working under this Agreement shall be covered as required by the provisions of Nevada law affecting workers' compensation benefits. Should Nevada law be amended during the life of this Agreement or should it become independently possible in connection with the use of an Owner-Controlled Insurance Policy to establish a system of dispute prevention and dispute resolution as a substitute for the dispute resolution processes otherwise contained in the Nevada Workers' Compensation Law, and to include better access to and delivery of medical care for employees affected by occupational injury or disease, the parties to this Agreement will undertake, upon the request of the Owner, to negotiate alternative dispute resolution procedures pursuant to the amended law or the independently available means to the workers' compensation rights, procedures and benefits under this Agreement.

Section 7. Joint Labor-Management Safety Sub-Committee. Owner's Designee and the Building Trades Council shall each designate three (3) representatives to sit as a Joint Safety Sub-Committee of the Joint Administrative Committee. One of the Owner's Designee-designated representatives will be the Owner's Authorized Representative. The Sub-Committee shall be jointly chaired by Owner's Designee (or the Owner's Authorized Representative) and a representative of the Unions appointed by the Building and Construction Trades Department. The Sub-Committee shall meet at the call of the Joint Chairs to receive reports on safety programs instituted by the Owner, Owner's Designee and the individual Contractors on the Project sites and to discuss and advise such parties to the Agreement with regard to recommended safety programs and procedures to maintain the highest level of occupational safety on the Project sites. It is understood that the sub-committee's purpose is to assist the Contractors in fulfilling their obligations to assure a safe and healthy work environment and to support the goals of the Owner's program. In performing the functions assigned to it, neither the sub-committee nor its members are assuming the Contractors' responsibilities.

ARTICLE XIV
NON-DISCRIMINATION

Section 1. The Contractor and Union agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status or physical or mental disability in any manner prohibited by law or regulation. Any complaints regarding the application of this provision shall be brought to the immediate attention of the involved Contractor and Owner's Designee for consideration and resolution.

Section 2. It is recognized that special procedures may be established by joint agreement of the parties to this Agreement and governmental agencies 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 agree that they will make all good faith efforts to assist in the proper implementation of such orders, regulations or agreements for the general benefit of the residents of Southern Nevada.

Section 3. It is recognized that the Owner has adopted a Small/Minority-Owned/Women-Owned/Disadvantaged Business Enterprise Utilization Program for the utilization of small and disadvantaged business enterprises. The parties shall jointly endeavor to assure that these commitments, and any amendments that may be adopted by the Owner during the life of this Agreement, are fully met and that any provisions of this Agreement which may appear to interfere with the opportunity for such business enterprise to bid successfully for work within the scope of this Agreement shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the parties, to assure full compliance with the spirit and the letter of the Owner's policies and commitments and all applicable federal, state and local rules and regulations relating to employment and utilization of such businesses.

ARTICLE XV
TRAVEL AND SUBSISTENCE

Travel expenses, travel time, subsistence allowance and parking reimbursements shall not be applicable to work under this Agreement except to the extent provided for in any applicable prevailing wage determination.

ARTICLE XVI
WORKING CONDITIONS

Section 1. There will be no organized breaks or other non-working time established during working hours. Individual nonalcoholic beverage containers will be permitted at the employee's work location.

Section 2. The Owner and/or Owner's Designee may establish such reasonable Project rules as the Owner or Owner's designee deems appropriate and not inconsistent with this Agreement. These rules will be explained at the pre-job conference and posted at the Project site by the Contractor and may be amended thereafter as necessary. Failure to observe these rules and regulations by any employee may be grounds for discipline, including discharge.

Section 3. There shall be no restrictions on the emergency use of any tools by any qualified employee or supervisor; or on the use of any tools or equipment for the performance of work within the jurisdiction, provided the employee can safely use the tools and/or the equipment involved.

Section 4. Recognizing the nature of the work being conducted on the site, employee access by a private automobile may be limited to certain roads and/or parking areas.

ARTICLE XVII
SAVINGS AND SEPARABILITY

Section 1. It is not the intention of either the Contractor or the Union parties to violate any laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of the Agreement are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Contractor and Union agree that if and when any provisions of this Agreement are finally held or determined to be illegal or void by a court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of any applicable law and the intent of the parties hereto.

Section 2. The parties recognize the right of the Owner to withdraw, at its absolute discretion, the utilization of this Agreement as part of any bid specification should a court of competent jurisdiction issue any order which could result, temporarily or permanently, in delay of the bidding, awarding, and/or construction work on the Project. Notwithstanding such an action by the Owner, or such court order, the Parties agree that the Agreement shall remain in full force and effect on the Project, to the maximum extent legally possible.

Section 3. The occurrence of events covered by Sections 1 and/or 2 above shall not be construed to waive the prohibitions of Article VII.

ARTICLE XVIII
DURATION OF THE AGREEMENT

This Project Labor Agreement shall be effective on the date approved by the Owner, and shall continue in effect for the duration of the Project construction work described in Article II hereof and any additional work subsequently added pursuant to Article II, Section 1, provided that all work to be covered must be awarded on or before December 31, 2008.

Section 1 (a). **Turnover.** Construction of any phase, portion, section or segment of this Project shall be deemed complete when such phase, portion, section or segments has been turned over to the Owner by the Contractor and the Owner has accepted such phase, portion, section or segment. As areas and systems of the Project are inspected and construction tested and/or approved by the Authorized Owner's Representative and accepted by the Owner or third parties with the approval of the Owner, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the Authorized Owner's Representative or Owner to engage in repairs or modifications required by its contract(s) with the Owner or the Authorized Owner's Representative.

(b) **Notice.** Notice of each final acceptance received by the Contractor will be provided to the Union with a description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch list", and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the Owner and Notice of Acceptance is given by the Owner to the Contractor.

(c) **Termination.** Final termination of all obligations, rights and liabilities and disagreements shall occur upon receipt by the Union of a notice from Owner's Designee or the Owner saying that no work remains within the scope of the Agreement for Owner's Designee or its successor.

Section 2. Schedule A's incorporated as part of this Project Agreement shall continue in full force and effect until the contractor and/or union parties to the Collective Bargaining Agreements which are the basis for such Schedule A's notify Owner's Designee in writing of mutually agreed upon changes in such Agreements and their effective date(s).

The parties agree to recognize and implement such changes on their effective dates, provided, however, that any provisions negotiated in said collective bargaining agreements will not apply to work covered by this Agreement if such provisions are less favorable to the Contractor for work covered by this Agreement than those uniformly required of contractors for construction work normally covered by those Agreements; nor shall any provision be recognized or applied if it may be construed to apply exclusively or predominantly to work covered by this Agreement. Any disagreement between the parties over the incorporation into a Schedule A of any such provision agreed upon in the negotiation of the local collective bargaining agreement which serves as the basis for the Schedule A shall be referred to Howard Block for resolution under the procedures established in Article VIII. As part of this understanding, the Contractor agrees and consents to pay the increased contributions

to the relevant jointly administered trust funds pursuant to the provisions of the local collective bargaining agreements that serve as the basis for Schedule A as negotiated by the Unions during the work performed on the Project retroactively to the expiration date of the applicable Schedule A, provided, however, if the provisions of any such new collective bargaining agreement provide that said increases shall not become effective until a later date after the date following the expiration date, then that later date shall prevail.

Section 3. The Union agrees that there will be no strikes, work stoppages, sympathy strikes, picketing, slowdowns, or any other disruptive activity affecting the Project by any Union involved in the negotiation of such local collective bargaining agreements and the resulting Schedule A's, nor shall there be any lockout on this Project affecting the Union during the course of such negotiations.

In witness whereof, the parties have caused this Agreement to be executed and effective as of the day and year first above written:

For the Owner:

Randall H. Walker
Director of Aviation
Clark County, Nevada

For the Southern Nevada Building and Construction Trades Council:

James M. Long
President
Southern Nevada Building and Construction Trades Council

Robert A. Nard
Secretary-Treasurer
Southern Nevada Building and Construction Trades Council
For the Carpenters United Brotherhood of Carpenters and Joiners of America,
Southwest Regional Council:

Marc Furman
Senior Administrative Assistant, Nevada

For the Building and Construction Trades Department:

By: _____
Edward C. Sullivan
President
Building and Construction Trades Department, AFL-CIO

For the Following International Unions:

International Association of Heat and Frost
Insulators and Asbestos Workers

By: _____
James A. Grogan

International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and
Helpers

By: _____
Charles W. Jones

International Union of Bricklayers and Allied Craftworkers

By: _____
John J. Flynn

United Brotherhood of Carpenters and Joiners of America

By: _____
Douglas J. McCarron

International Brotherhood of Electrical Workers

By: _____
Edwin D. Hill

International Union of Elevator Constructors

By: _____
Dana A. Brigham

International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers

By: _____
Joseph J. Hunt

Laborers' International Union of North America

By: _____
Terence M. O'Sullivan

International Union of Operating Engineers

By: _____
Frank Hanley

Operative Plasterers' and Cement Masons' International Association of the United States and Canada

By: _____
John J. Dougherty

International Union of Painters and Allied Trades

By: _____
James A. Williams

United Union of Roofers, Waterproofers and Allied Workers

By: _____
Earl J. Kruse

Sheet Metal Workers' International Association

By: _____
Michael J. Sullivan

International Brotherhood of Teamsters

By: _____
James P. Hoffa

United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of
the United States and Canada

By: _____
Martin J. Maddaloni

For the Following Local Unions:

International Association of Heat and Frost
Insulators and Asbestos Workers,
Local No. 135

By: _____
Rick Johnson

International Union of Bricklayers and Allied Craftworkers, Local No. 3

By: _____
Ray Keen

International Brotherhood of Electrical Workers, Local No. 357

By: _____
David Jones

International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers,
Local No. 416

By: _____
Don Reed

International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers,
Local No. 433

By: _____
Lew Nye

International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers,
California and Vicinity District Council

By: _____
Richard Zampa

International Union of Operating Engineers,
Local No. 12

By: _____
William C. Waggoner

United Union of Roofers, Waterproofers and Allied Workers, Local No. 162

By: _____
Don Faulkner

International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and
Helpers, Local No. 92

By: _____
Edward Marquez

United Brotherhood of Carpenters and Joiners of America, Southwest Regional Council

By: _____
Marc Furman

International Union of Elevator Constructors, Local No. 18

By: _____
Bill Middleton

Laborers' International Union of North America, Local No. 872

By: _____
Steve Hammond

Operative Plasterers' and Cement Masons' International Association of the United States of America, Local No. 797

By: _____
Todd Lair

International Brotherhood of Painters and Allied Trades, Local No. 159

By: _____
John Smirk

International Brotherhood of Painters and Allied Trades, Glaziers Local No. 2001

By: _____
John Smirk

United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local No. 525

By: _____
Bill Anderson

Sheet Metal Workers' International Association, Local No. 88

By: _____
James M. Long

International Brotherhood of Teamsters,
Local No. 631

By: _____
Edmond Burke

Appendix A

LETTER OF ASSENT

**PROJECT LABOR AGREEMENT
FOR THE
McCARRAN INTERNATIONAL AIRPORT PHASE V CAPITAL IMPROVEMENT
PROJECT**

The undersigned, as a Contractor(s) or Subcontractor(s) on a Contract which is part of the McCarran International Airport Phase V Capital Improvement Project, for and in consideration of the award of a Contract to perform work on said Project, and in further consideration of the mutual promises made in the Project Labor Agreement, a copy of which was received and is acknowledged, hereby:

- (1) On behalf of itself and all its employees, accepts and agrees to be bound by the terms and conditions of the Project Labor Agreement, together with any and all amendments and supplements now existing or which are later made thereto, and understands that any act of non-compliance with all such terms and conditions, including but not limited to, evidence of compliance with the pre-employment controlled substance testing, will subject the non-complying Contractor or employee(s) to being prohibited from the Project Sites until full compliance is obtained.
- (2) Certifies that it has no commitments or agreements which would preclude its full compliance with the terms and conditions of said Project Labor Agreement.
- (3) Agrees to secure from any Contractor(s) (as defined in said Project Labor Agreement) which is or becomes a Subcontractor(s) (of any tier), a duly executed Letter of Assent in form identical to this document prior to commencement of any work.

Dated: _____

(Name of Contractor/Company)

(Signature of Authorized Representative)

(Print Name and Title)

(General Contractor)

(Phone Number)

(McCarran Contract Number)

(Billing Address)

(PWP Number)

(City, State and Zip Code)

Appendix B

ELIMINATION OF EXECUTIVE ORDER 13202

Robert A. Nard
Secretary-Treasurer
Southern Nevada Building & Construction Trades Council
1701 Whitney Mesa Dr. Ste #101
Henderson, NV 89014

Re: McCarran International Airport Phase V Capital Improvement Project Labor Agreement – Executive Order 13202

Dear Mr. Nard:

As you know, subsequent to the commencement of our negotiations for the captioned Project Labor Agreement, the United States Court of Appeals for the District of Columbia Circuit overturned the lower court's injunction against President Bush's Executive Order 13202. That Executive Order has the effect of banning project owners from applying Project Labor Agreements on any of their work that contain federal funds. In response to the reinstatement of the Executive Order, the parties revised the Scope of the PLA to remove all work currently containing any federal funding. Further, we agreed that if currently covered Projects subsequently become eligible for federal funding to which the Executive Order would apply, those Projects would also be excluded.

Finally, however, we also committed that if the Executive Order is invalidated as a result of the appeal being taken to the United States Supreme Court, or should it be revoked by this or a successive Administration, the work originally intended to be included would be reinstated as covered work and become subject to the Project Labor Agreement if that work remained to be bid and awarded at the time when the Executive Order became no longer operative. The Projects affected by the Executive Order that could be reinstated by this understanding are:

McCarran International Airport:

Russel Road Utility and Roadway Relocation

A-B-C Walkway and Blast Fence Relocation

Taxiway B, C, and D

North Las Vegas Airport:

East Side Basing

Appendix B

I trust that this letter accurately states the understanding of the parties. If you agree with these understandings, as stated, please signify your acceptance, on behalf of the Council and the signatory unions in the space provided below.

Sincerely,

Randall H. Walker
Director of Aviation
Clark County, Nevada

AGREED AND ACCEPTED on behalf of the Southern Nevada Building and Construction Trades Council, AFL-CIO and the Unions signatory to the McCarran International Airport Phase V Capital Improvement Project Labor Agreement, this day ____ of _____, 2002.

By: _____
Robert A. Nard
Secretary-Treasurer

By: _____
James M. Long
President

Appendix C

INDIVIDUAL CONTRACTOR BENEFIT PLAN CONTRIBUTIONS

Robert A. Nard
Secretary-Treasurer
Southern Nevada Building & Construction Trades Council
1701 Whitney Mesa Dr. Ste #101
Henderson, NV 89014

Re: McCarran International Airport Phase V Capital Improvement Project Labor Agreement – Individual Contractor Benefit Plan Contributions

Dear Mr. Nard:

This letter will confirm the discussions we had in negotiations concerning contractor contributions to employee benefit plans on behalf of workers covered by the Project Labor Agreement. Specifically, we are aware that some of those contractors with no previous collective bargaining relationship with any of the signatory unions may sponsor and maintain one or more bona fide company employee benefit plans in which their core employees are participants. We discussed the fact that continued coverage under those plans for the participating core employees may require monetary contributions by the Contractor on their behalf in addition to those contributions required by Article X, Section 3 of the PLA.

We also reviewed alternative approaches that might be adopted to address both the cost impact of this dilemma on the contractors and the protection of benefit plan coverage for the affected core employees as well as for the employees referred by the signatory unions. Our attempts encountered significant legal questions and practical issues.

We have been unable to complete the analysis and resolution of this difficult problem before the operational deadline for completing our negotiations. Nevertheless, the parties have committed mutually to continue discussions on this issue promptly to attempt to reach a mutually satisfactory resolution. Any resolution reached will be incorporated into the Agreement and become applicable to contract packages bid and awarded thereafter.

I trust that this letter accurately states the understanding of the parties. If you agree with these understandings, as stated, please signify your acceptance, on behalf of the Council and the signatory unions in the space provided below.

Appendix C

Sincerely,

Randall H. Walker
Director of Aviation
Clark County, Nevada

AGREED AND ACCEPTED on behalf of the Southern Nevada Building and Construction Trades Council, AFL-CIO and the Unions signatory to the McCarran International Airport Phase V Capital Improvement Project Labor Agreement, this ___ day of _____, 2002.

By: _____
Robert A. Nard
Secretary-Treasurer

By: _____
James M. Long
President

Appendix D

SHEET METAL PRE-FABRICATION

Mr. James M. Long, Business Manager
Sheet Metal Workers' International Association
Local Union No. 88
2560 Marco St.
Las Vegas, NV 89115

Re: McCarran International Airport Project Labor Agreement

Dear Mr.Long:

This will confirm the agreement we reached in the negotiation of the captioned Project Labor Agreement concerning the use and installation of prefabricated or pre-assembled components or materials falling within the jurisdiction of your Union. We are agreed that the provisions of Article VI, "Management's Rights," Section 2, which generally prohibit any limitation or restriction upon a Contractor's choice and utilization of prefabricated or pre-assembled equipment or materials will not supersede the fabrication provisions of Local 88's Schedule A as to any contractor working under the terms of the PLA who is independently signatory to that Schedule A Agreement currently, or any contractor who may subsequently become signatory other than by reason of having signed a Letter of Assent binding them to this PLA.

I trust this letter accurately states the terms of our understanding. If you agree, please indicate your acceptance of this understanding by executing this letter on behalf of Local 88 in the space provided below.

Signed on behalf of the Owner:

Randall H. Walker, Director of Aviation

Agreed and accepted this ____ day
of _____, 2002 on behalf of
Sheet Metal Workers International Association
Local Union No. 88

James A. Long, Business Manager