

Los Angeles  
Department of Airports  
Construction  
Project Labor Agreement



**LOS ANGELES DEPARTMENT OF AIRPORTS**  
**CONSTRUCTION**  
**PROJECT LABOR AGREEMENT**

**November 19, 1999**

## TABLE OF CONTENTS

ARTICLE I	PURPOSE .....	2
ARTICLE II	SCOPE OF AGREEMENT .....	3
ARTICLE III	UNION RECOGNITION AND EMPLOYMENT .....	7
ARTICLE IV	UNION REPRESENTATION AND STEWARDS .....	9
ARTICLE V	MANAGEMENT'S RIGHTS .....	10
ARTICLE VI	WORK STOPPAGES AND LOCKOUTS .....	11
ARTICLE VII	DISPUTES AND GRIEVANCES .....	14
ARTICLE VIII	WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES .....	16
ARTICLE IX	WAGES AND BENEFITS .....	17
ARTICLE X	HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAY .....	18
ARTICLE XI	APPRENTICES .....	20
ARTICLE XII	SECURITY, SAFETY, PROTECTION OF PERSON AND PROPERTY .....	21
ARTICLE XIII	NON-DISCRIMINATION .....	22
ARTICLE XIV	TRAVEL AND SUBSISTENCE .....	22
ARTICLE XV	WORKING CONDITIONS .....	23
ARTICLE XVI	PRE-JOB CONFERENCES .....	24
ARTICLE XVII	LABOR/MANAGEMENT COOPERATION .....	24
ARTICLE XVIII	SAVINGS AND SEPARABILITY .....	25
ARTICLE XIX	DURATION OF THE AGREEMENT .....	25

ATTACHMENT 1 LETTER OF ASSENT .....	32
ADDENDUM 1 LETTER OF CLARIFICATION .....	33
ADDENDUM 2 PERMANENT ARBITRATORS .....	38
ADDENDUM 3 READIMIX CONCRETE, SAND/GRAVEL, AGGREGATE DELIVERY .....	40
ADDENDUM 4 ELEVATOR UNION CLARIFICATION .....	41



LOS ANGELES INTERNATIONAL AIRPORT  
CONSTRUCTION  
PROJECT LABOR AGREEMENT

This Project Labor Agreement (hereinafter, the "Agreement") is entered into this 19th day of November, 1999, by and between Parsons Constructors, Inc., its successors or assigns (hereinafter "PCI" or "Agreement Coordinator") and The Building and Construction Trades Department, AFL-CIO (hereinafter "BCTD"), on behalf of its affiliated International Unions, The Building and Construction Trades Council of California (hereinafter "California Council"), The Building and Construction Trades Council of Los Angeles-Orange County (hereinafter "Los Angeles Council"), and the signatory Craft Unions affiliated with The Building & Construction Trades Department AFL-CIO (all hereinafter, collectively called the "Union" or "Unions"), with respect to the construction work within the scope of this Agreement owned by The City of Los Angeles, Department of Airports, acting through the Board of Airport Commissioners (hereinafter, "City," "Department," or "Commission," as appropriate) for the renovation and improvement of the Los Angeles International Airport's ("LAX") Tom Bradley International Terminal (hereinafter, "TBIT"), and such other major construction projects and related construction work as the City determines is appropriate for coverage and which is commenced prior to December 31, 2010, collectively referred to herein as the "Project."

It is understood by the parties to this Agreement that if this Agreement is acceptable to the Commission, it will become the policy of the Commission that the construction work covered by this Agreement shall be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement. Therefore, the Unions agree that other contractors may execute the Agreement for purposes of covering such work. PCI shall administer this Agreement and shall monitor the compliance with it by all contractors, who, together with their subcontractors, through their execution of this Agreement, the Letter of Assent, or other document binding them to this Agreement, shall become bound hereto. It is understood, however, that the current contractual arrangement between the City and PCI is of limited duration, not for the length of the Project, and that should a new Contract not be awarded to PCI, a new Agreement Coordinator will be designated by the City and such Agreement Coordinator will execute this Agreement and accept and undertake the obligations, responsibilities and authority of PCI for the implementation of this Agreement.

The term "Contractor" shall include all construction contractors and subcontractors of whatever tier engaged in on-site construction work within the scope of this Agreement, including the Agreement Coordinator, if awarded construction work within the scope of this Agreement. Where specific reference to PCI (or its successor) alone is intended, the term "PCI" or "Agreement Coordinator" is used.

The Unions, the Agreement Coordinator and all signatory contractors agree to abide by the terms and conditions contained in this Agreement. This Agreement represents 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 the Agreement Coordinator

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 which is performed at any location other than the project site as defined in this Agreement.

The use of the masculine or feminine gender or titles in this Agreement shall be construed as including both genders and not as gender limitations unless the Agreement clearly requires a different construction.

## **ARTICLE I** **PURPOSE**

The initial phase of the Project, the renovation and improvement of TBIT, is a multi-year, over \$100 million dollar undertaking of the City. The goal of this Project is to provide added space to LAX's existing Tom Bradley International Terminal Facility, which provides more than 8.7 million international travelers with transportation services in and out of the Los Angeles area.

The TBIT construction will rehabilitate, renovate, and improve the existing terminal facility by "infilling" the central area to the west of the main terminal building. The Project includes improvement of airline and public lounge areas, baggage claim areas and devices, and administrative offices. The design changes to TBIT will provide approximately 285,000 net usable square feet of floor space, distributed over seven floor levels. Also included in the renovations is approximately 195,000 net square feet of the existing central terminal area.

Finally, the TBIT Project is the first of many major construction projects expected to be approved and built at the Airport during the next decade. These projects are critical to the continued value of the Airport for the domestic and international transportation of passengers and cargo without delay, and for the overall economic well-being of the greater Los Angeles and Southern California. Therefore, the timely and successful completion of the construction work covered by this Agreement is vital and it is essential that the construction be done in an efficient and economical manner in order to secure the optimum productivity and eliminate delay. The parties recognize that such work will take place in the middle of the



continuing operation of the Airport and that it is critical to minimize the inconvenience to the 62 million people who use the facilities annually. The parties acknowledge the vital economic role which the efficient and functioning of the Airport holds for the economy of California. They will endeavor to avoid interference with the ongoing operations of the Airport, completing the work within the scope of this Agreement without delay or unnecessary cost.

In recognition of these 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 lock out.

## **ARTICLE II**

### **SCOPE OF AGREEMENT**

This Agreement, hereinafter designated as the "Project Labor Agreement" or "Agreement" shall apply and is limited to all construction as generally described in Section 1 of this Article performed by those contractor(s) of whatever tier which have contracts awarded for such work, which may include the Agreement Coordinator, on or after the effective date of this Agreement, with regard to the construction, reconstruction, rehabilitation, or any other construction-related activities necessary to the development of Tom Bradley International Terminal and related facilities and such other major construction projects within the scope of this Agreement, all of which are hereinafter referred to as the "Project" and generally defined below.

**Section 1.** The Project is generally defined as and limited to:

(a) The renovation, rehabilitation and improvement of the Tom Bradley International Terminal Facility, in an approximately 285,000 square foot infill area of that terminal, and which will include the renovation of airline and public lounge areas, baggage claim facilities, and the Federal Inspection Service and Department administrative offices; and

(b) Such other major construction, rehabilitation, and renovation projects involving Airport-related facilities as are designated by the City to be covered by this Agreement.

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

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

(a) Work of 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.

(b) Equipment and machinery owned or controlled and operated by the City, Department, or Commission.

(c) All off-site manufacture and handling of materials, equipment or machinery; provided, however, that lay-down or storage areas dedicated solely to Project work, delivery of material or goods between locations on the site, and all on-site transportation involving any batch plant erected on the site, are within the scope of this Agreement.

(d) All employees of the City, Department, Commission, Agreement Coordinator, and design team, or any other consultant of the City not performing manual labor with the scope of this Agreement.

(e) Any work performed on or near or leading to or into 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; and/or by the City or its contractors (for work which is not part of the scope of this Agreement).

(f) Off-site maintenance of leased equipment and on-site supervision of such work.

(g) Work by employees of a manufacturer or vendor necessary to maintain such manufacturer's or vendor's warranty or guarantee.

(h) Non-construction support services contracted by the City, Agreement Coordinator, or Contractor in connection with this Project.

(i) Any work performed by tenants of the City or their contractors.

(j) All work by employees of the City or its contractors involving general maintenance, emergency repair, and/or cleaning work, except as specifically covered by this Agreement.

(k) Installation of speciality items which may be purchased by the City may be performed by employees employed under this Agreement with the participation of other

personnel in a supervisory role, or, in limited circumstances requiring special knowledge of the particular item(s), or where required to protect a guarantee or warranty, may be performed by employees of the vendor or other companies where employees working under this Agreement lack the required necessary skills or cannot protect a guarantee or warranty offered by the vendor. These speciality items may include but are not limited to baggage handling and security systems.

(l) The City's controlled environmental and hazardous materials management program and integrated security system, unless such is included in new construction contracts let as part of projects covered by this Agreement.

**Section 3(a).** The City, the PCI, 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 execute and comply with this Project Labor Agreement, should such Contractor be awarded work covered by this Agreement.

(b) It is agreed that all contractors and subcontractors, of whatever tier, who have been awarded contracts of 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 of the Agreement or the Letter of Assent, as set forth in Attachment 1 hereto, prior to the commencement of work. A copy of the Agreement or Letter of Assent executed by the Contractor shall be available for review by the Union.

**Section 4(a).** The provisions of this Project Labor Agreement (including the Schedule As, which are the local Collective Bargaining Agreements of the signatory unions having jurisdiction over the work on the Project (as may be changed from time-to-time consistent with Article XIX, Section 2) and which are incorporated herein by reference) 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. 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 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 the Project shall be resolved by **Howard S. Block**, selected by the negotiating parties, under the procedures established in Article VII. It is understood that this Agreement, together with the referenced Schedule As constitute a self-contained, stand-alone agreement and by the 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.** The 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 construction work within the scope of this Agreement for which bids have been received on and after the effective date of this Agreement, including, specifically, site preparation and related demolition work, and utilities 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 which may be performed or contracted by the City 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 City or the PCI and/or any Contractor.

**Section 8.** None of the provisions of this Agreement shall be construed to prohibit or restrict the City or its employees from performing work not covered by this Agreement on or around the construction site. As areas of covered work are accepted by the City, the Agreement shall have no further force or effect on such items or areas except where the Contractor is directed by the City to engage in repairs, modifications, check-out and/or warranty functions required by its contract(s) with the City.

**Section 9.** It is understood that the City, at its sole option, may terminate, delay and/or suspend any and all portions of the covered work at any time. Further, the City may prohibit some or all work on certain days, for example, peak travel days in holiday periods, to accommodate LAX operational considerations; and/or require such other operational or scheduled changes as it may deem necessary to maintain efficient operations for the traveling public. In order to permit the Contractor and Union to make appropriate scheduling plans, the City will provide the Agreement Coordinator, the Contractor, and the Union with sufficient reasonable notice of any changes it is requiring pursuant to this Clause.

**Section 10.** The parties recognize that by virtue of the operation of the Airport, the City, its Contractors, and their employees are subject to regulations and directives issued by the Federal Aviation Administration and other federal and state agencies. Nothing in this Agreement is intended to compromise compliance by the City or any entity covered by this Agreement, with their obligations to the state and federal agencies and authorities with jurisdiction over their operations or those of the Airport. In the event a directive is received which conflicts with any provision of the Agreement, the directive shall take priority and the Agreement Coordinator and affected contractors and unions will be notified by the most expeditious means available.

**ARTICLE III**  
**UNION RECOGNITION AND EMPLOYMENT**

**Section 1.** The Contractor recognizes the Union as the sole and exclusive bargaining representative of all employees working on the Project within the scope of 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 11 and with Article IV, Section 3, below. The Contractor shall also have the right to reject any applicant referred by a local Union, subject to any show-up payment required by Article X, Section 8(a).

**Section 3.** For signatory unions now having a job referral system 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.

**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 any applicants hired from other sources.

**Section 5.** The local unions shall not knowingly refer an employee currently employed by any Contractor working under this Agreement to any other Contractor. No Contractor shall knowingly hire an employee employed by a Contractor working under this Agreement, nor shall they induce an employee to change employers.

**Section 6.** The local unions will exert their utmost efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally obligated. 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 this 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, apprentices and trainees on this Project and entrance into such apprenticeship and training programs as may be operated by the signatory

local unions. All parties agree to fully cooperate in local hiring and training programs such as the "Workforce Development System."

**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, subject to the provision of Section 4 of this Article and in a non-discriminatory manner consistent with Section 3 of this Article. The Contractor shall notify the Union of employees hired from any source other than referral by the Union.

**Section 8.** Notwithstanding any other provision, in the event any Union either fails or is unable to refer qualified minority or female applicants in numbers equaling the City's or a Contractor's expected levels of participation, the Contractor may use employment sources other than the Union registration and referral systems if such use is necessary to meet affirmative action or equal employment opportunity obligations applicable to the City or Contractor by virtue of any federal, state, or local law, rule, ordinance, regulation or executive order, or judicial decision or decree.

**Section 9.** No employee covered by this Agreement shall be required to join any union as a condition of being employed, or remaining employed, on the Project; provided, however, that an employee who is a member of the referring union at the time of referral shall maintain that membership in good standing while employed under the Agreement. All employees shall, however, be required to comply with the union security provisions of the applicable Schedule A for the period during which they are performing on-site Project work to the extent, as required by law, of rendering payment of the applicable monthly working dues and all non-initiation or application fees uniformly required for union membership in the local union which is signatory to this Agreement.

**Section 10.** The parties recognize the City's commitment to provide opportunities to participate on the Project to minority, women, disadvantaged and other 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 experienced "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, that Contractor may request by name, and the local 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 3,000 hours in the construction craft during the prior three (3) years.

(3) were on the Contractor's active payroll for at least 90 out of the 180 calendar days 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 employee from the hiring hall out-of-work list for each affected trade or craft, and will then refer one of such Contractor's "core" employees and shall repeat the process as follows: one from the hiring hall and one "core" employee, until such contractor's requirements are met or until such contractor has hired ten (10) such "core" employees for that craft, 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. In the event of a reduction-in-force or layoff, such will take place in a manner to assure that the number of core employees in the affected craft does not exceed, at any time, the number of others working in that craft who were employed pursuant to other procedures available to the Contractor under this Agreement.

**Section 11.** Except as provided in Article IV, Section 3, individual seniority should not be recognized or applied to employees working on the Project provided, however, that group and/or classification seniority in a Union Schedule A as of effective date of this Agreement shall be recognized for purposes of layoff.

**Section 12.** The selection and number of craft foremen and/or general foremen shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated contractor representatives. Craft foremen shall be designated as working foremen at the request of the Contractor.

#### **ARTICLE IV** **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 and security and safety rules of the Project. It is understood that because of the geographical scope of the Project, and the type of work being undertaken on the Project site, 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 such will not be unreasonably withheld from an authorized representative of the Union.

**Section 2(a).** Each signatory local union shall have the right to dispatch an experienced 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 steward. Stewards will receive the regular rate of their respective crafts.

(b) In addition to his/her 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/her union duties.

(c) When a Contractor has multiple, non-contiguous work locations on the site, the Contractor may request, and the union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases a steward may not service more than one work location without the approval of the contractor.

(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. 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 and prohibited from entering or being on the job site, the appropriate union shall be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice has been given.

**Section 4.** Personnel of the Department will be working in close proximity to the construction activities. The union agrees that the union representatives, stewards and individual workers will not interfere with such personnel, or with personnel employed by any other employer not a party to this Agreement.

## **ARTICLE V**

### **MANAGEMENT'S RIGHTS**

**Section 1.** The Contractor retains the full and exclusive authority for the management of its operations. Except as expressly limited by other provisions of this Agreement, the Contractor retains the right to direct the workforce, including, but not limited to, the hiring, promotion, transfer, 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-finish, 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 specialty items which may be furnished by the City may be performed by employees employed under this Agreement with the participation of other personnel in a supervisory role, or, in limited circumstances requiring special knowledge of the particular item(s), may be performed by employees of the vendor or other companies where employees working under this Agreement lack the required skills.

**Section 3.** The use of new technology, equipment, machinery, tools and/or labor saving 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 VII of this Agreement.

## **ARTICLE VI**

### **WORK STOPPAGES AND LOCKOUTS**

**Section 1.** There shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason (including but not limited to disputes relating to the negotiation or renegotiation of the local collective bargaining agreements which serve as the basis for the Schedule As, economic strikes, unfair labor practices strikes, safety strikes, sympathy strikes, and jurisdictional strikes) by the Union or employees working under this Agreement against any contractor covered under this Agreement or the Project, 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 site is a violation of this Article.

Disputes between the signatory unions and any tenant, concessionaire, renter, or other person or business carrying out its/their normal functions within the boundaries of the Project shall be so handled as not to interfere with the City's business or the work under the Agreement or the business of any other tenant, lessee, concessionaire, or business not a party to such disputes. No picketing or other concerted or disruptive activity against any one or more of the tenants, lessees, concessionaires, persons or businesses operating within the

boundaries of the Project shall be conducted at LAX or near or around the entrance(s) or exit(s) of LAX which adversely affects or disrupts the work under this Agreement, nor shall such activity by any organization not a party to this Agreement be recognized or observed by parties to this Agreement or their members and employees whom they represent.

**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 180 calendar days. The Agreement Coordinator 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 or the provisions of Article XVII, Section 3, it will notify in writing the International President(s) of the Local Union(s) involved, advising the International President of the fact, with copies of such notice to the Local Union(s) involved and the Building Trades Council. The International President or Presidents will immediately instruct, order and use the best efforts of their office to cause the Local Union or Unions 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 the Agreement Coordinator setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 4.

**Section 4.** Any party, including the City, which the parties agree is a party to the Agreement for purposes of this Article and an intended beneficiary of this Article, or the Agreement Coordinator, may institute the following procedure, in lieu of or in addition to any other action at law or equity, when a breach of Section 1, above, or Section 3 of Article XIX is alleged:

(a) A party invoking this procedure shall notify **John Kagel**, selected by the negotiating parties, whom the parties agree shall be the permanent arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, he/she shall appoint an alternate. Notice to the arbitrator shall be by the most expeditious means available, with notices to the party alleged to be in violation and to the Los Angeles Council and the BCTD 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 arbitrator named above or his/her 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 has been dispatched to the International President(s) as required by Section 3, above.

(c) The arbitrator shall notify the parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed 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 arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Section 1, above, or of Section 3 of Article XIX, has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved 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 a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The 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 any judicial proceeding to obtain a temporary order enforcing the arbitrator's Award as issued under Section 4(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 arbitrator's award shall be served on all parties by hand or by delivery to their address as shown on this Agreement (for a Union), as shown on their business contract for work under this Agreement (for a contractor) and to the representing Union (for an employee), 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 arbitrator shall be equally divided between the moving party or parties and the respondent party or parties.

**Section 5.** The Agreement Coordinator is a party in interest in all proceedings arising under this Article and Articles VII and VIII and shall be sent contemporaneous copies of all notifications required under these articles, and, at its option, may participate as a full party in any proceeding initiated under these articles.

**Section 6.** If the arbitrator determines in accordance with Section 3(d) above that a work stoppage has occurred, the respondent Union(s) shall, within eight (8) hours of receipt of the award, direct all the employees they represent on the project to immediately return to work.

If the craft(s) involved does not return to work by the beginning of the next regularly scheduled shift following such eight (8) hour period after receipt of the arbitrator's award, and the respondent Union(s) have not complied with their obligation to immediately instruct, order, and use their best efforts to cause a cessation of the violation and return of the employees they represent to work, then the respondent Union(s) shall pay the sum of ten thousand dollars (\$10,000) each as liquidated damages to the City, and shall pay an additional ten thousand dollars (\$10,000) per shift for each shift thereafter on which the craft has not returned to work. Similarly, if the arbitrator determines in accordance with Section 3(d) above that a lock-out has occurred, the respondent Contractor(s) shall, within eight (8) hours of receipt of the award, return all of the affected employees to work on the Project, or otherwise correct the violation as found by the arbitrator. If the respondent contractor does not take such action by the beginning of the next regularly scheduled shift following the eight (8) hour period, the respondent contractor(s) shall pay the sum of ten thousand dollars (\$10,000) as liquidated damages to each affected Union (to be apportioned among the affected employees and the benefit funds upon which contributions are made on their behalf, as appropriate and designated by the arbitrator), and shall pay an additional ten thousand dollars (\$10,000) per shift for each shift thereafter in which compliance by the respondent contractor(s) has not been completed. The arbitrator shall retain jurisdiction to determine compliance for this Section.

## **ARTICLE VII**

### **DISPUTES AND GRIEVANCES**

**Section 1** (a). This Agreement is intended to provide close cooperation between management and labor. The Agreement Coordinator and the Los Angeles-Orange County Building and Construction Trades Council, AFL-CIO, shall each assign a representative to this Project for the purpose of assisting the BCTD, the International and Local Unions, together with the Contractor, to complete the construction of the Project economically, efficiently, continuously and without interruption, delays or work stoppages.

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

(c) The Agreement Coordinator shall administer the processing of grievances under this Article, Articles VI and VIII, including the scheduling and arrangement of facilities for meetings, the selection of the arbitrator to hear the case, and any other administrative matters necessary to facilitate the timely disposition of the case; provided, however, it is the responsibility of the principal parties to any pending grievance to insure that time limits and deadlines are met.

**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 VI, Section 1) shall be considered a grievance and subject to resolution under the following procedures.

- i. Step 1. Employee Grievances. When any employee subject to the provisions of this Agreement feels aggrieved by a violation of this Agreement, the employee shall, through his Local Union business representative or job steward, within three (3) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. A 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 forty-eight (48) hours thereafter, pursue Step 2 of the grievance procedure provided the grievance is reduced to writing, 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 the Agreement Coordinator within five (5) days after resolution has been reached.
- ii. Union or Contractor Grievance. Should the Local Union(s) or Agreement Coordinator or any Contractor have a dispute with the other party 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 and proceed to step 2 in the same manner as outlined in 1(a), above, for the adjustment of an employee complaint.

Step 2. The Business Manager of the involved Local Union or his Designee, together with the International Union representative of that union, the site representative of the involved Contractor, and the labor relations representative of the Agreement Coordinator 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) calendar days after the initial meeting at Step 2.

- iii. Step 3(a). If the grievance shall have been submitted but not resolved under Step 2, either party may request in writing to the Agreement Coordinator (with copy(ies) to the other party(ies)) within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from a permanent panel of three (3) arbitrators (**Howard S. Block, William Estes and Michael D. Rappaport**) pre-selected by the negotiating parties to this Agreement. If the panel has not been agreed upon by the parties, arbitrator selection shall be made pursuant to the rules of the American Arbitration Association, which shall also govern the conduct of the arbitration hearing. The decision of the arbitrator shall be final and binding on all parties and the fee and expenses of such arbitrations shall be borne equally by the involved Contractor and the involved Union(s).

(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. 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) days prior to the date of the filing of a written grievance.

**Section 4.** Procedures contained in this Article VII shall not be applicable to any alleged violation of Article VI, with the single exception that any employee discharged for violation of Article VI, Section 1, may resort to the procedures of Article VII to determine only if he/she was, in fact, engaged in that violation.

**Section 5.** The Agreement Coordinator shall be notified by the involved Contractor of all actions at Steps 2 and 3 and shall, upon its request, be permitted to participate fully in all proceedings at such steps.

## **ARTICLE VIII**

### **WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES**

**Section 1.** The assignment of work will be solely the responsibility of the contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

**Section 2.** All jurisdictional disputes between or among Building and Construction Trades Unions and employees, parties to this Agreement shall be settled and adjusted according to

the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions, parties to this Agreement.

**Section 3.** All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slowdown of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

**Section 4.** Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council prior to commencing work. The Agreement Coordinator will be advised in advance of all such conferences and may participate if it wishes.

#### **ARTICLE IX** **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 federal or state rate determination. If a wage increase negotiated in a local agreement becomes the prevailing wage under state law, the Contractor will pay that rate as of the effective date of the new prevailing rate. If the prevailing wage laws are repealed during the term of this Agreement, the Contractor shall pay the wage rates established under the Schedule As, except as otherwise provided in this Agreement.

**Section 2.** Contractor is to pay contributions to the established employee benefits funds in the amounts designated in the appropriate Schedule A and to make all employee-authorized deductions in the amounts designated in the appropriate Schedule A; provided, however, that the Contractor and the Union agree that only such bona fide employee benefits as accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, training funds, etc.) shall be included in this requirement and required to be paid by the Contractor on this Project; and provided that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. Bona fide jointly-trusted benefit plans or 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 XVII, Section 2 of this Agreement, and provided that contributions do not exceed contribution amounts set forth in the applicable prevailing wage determination.

The Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds for his employees. 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 3.** All employees covered by this Agreement may be paid by check, paid no later than the end of the work each shift Friday. No more than five (5) days' wages may be withheld in any pay period. Any employee who is discharged or laid off shall be entitled to receive all accrued wages immediately upon discharge or layoff.

**Section 4.** Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay, and special skill shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination.

## **ARTICLE X**

### **HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAY**

**Section 1. Work Day and Work Week.** Eight (8) hours per day between the hours of 6:00 A.M. and 5:30 P.M., plus one-half (½) hour unpaid for lunch, approximately mid-way through the shift, shall constitute the standard work day. Forty (40) hours per week shall constitute a regular week's work. The work week will start on Monday and conclude on Sunday. The foregoing provisions of this Article are applicable unless otherwise provided in the applicable prevailing wage determination, or unless changes are permitted by law and such are agreed upon by the parties. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week, or a Monday through Friday work schedule.

**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. The place of work shall be defined as the gang or tool box, 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 paid in accordance with the requirements of the applicable Prevailing Wage Determination. There will be no restriction on the Contractor's scheduling of overtime or the non-discriminatory designation of employees who will work. 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) days' prior notice to the affected Union(s), unless a shorter notice period is provided in the applicable Schedule A, and 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. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (½) hour non-paid lunch period, for eight (8) hours



straight time pay, without any premium or differential. Any third shift shall consist of six and one half (6½) hours of continuous work exclusive of one-half (½) hour non-paid lunch period for eight (8) hours straight time pay, without any premium or differential.

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 6:00 A.M. is designated as the first shift, with the second shift following.

(b) Because of operational necessities, the second and/or third shifts may, at the Agreement Coordinator's direction, be scheduled without the preceding shift(s) having been worked. It is recognized the Airport operations may require restructuring of normal work schedules. Except in an emergency, Contractor shall give the affected union(s) at least three (3) days notice of schedule changes.

**Section 5. 4-10's.** A 4-10 schedule may be worked on the project consistent with the provisions of the Schedule A(s) of the affected Union(s) and the California prevailing wage law.

**Section 6. Make-Up Day.** A make-up day may be scheduled in a manner consistent with the Schedule A(s) of the affected Union(s) in the California prevailing wage law.

**Section 7. Holidays.** Holidays shall be those recognized in Schedule "A".

**Section 8(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 at the applicable hourly rate. Employees who are directed to start work shall receive a minimum of four (4) hours of pay at the applicable hourly rate. Employees who work beyond four (4) hours 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/her Contractor with his/her 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 job site 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 eight (8) hours.

(c) 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 XI, Section 3, the employee shall be paid only for the actual time worked.

**Section 9. Call Out Pay.** When an employee has completed his scheduled shift and is "called out" to perform special work of a casual, incidental or irregular nature, he shall

receive pay at the appropriate overtime rate for actual hours worked with a minimum guarantee of the wage equivalent of four (4) hours' pay at the employee's straight time rate. This does not apply to time worked as an extension (before or after) of the employee's normal shift.

**Section 10. Time Keeping.** The Contractor may utilize "brassing" (or similar) 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 11. Meal Period.** The Contractor will schedule a meal period not more than one-half hour duration at the work location approximately midway into the scheduled work shift, 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 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 XI** **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 special need and obligation to capitalize on the availability of the local workforce in the Los Angeles area, especially minorities and women entering the construction industry. To these ends, the Contractor will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Further, the parties will facilitate and encourage local residents, minorities and women to commence and progress in apprenticeship programs in the construction industry.

**Section 2.** Apprentices may comprise up to twenty (20) percent of each craft's work force at any time, unless an applicable Schedule A provides for a greater percentage. The Union agrees to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance with the applicable provision(s) of the Labor Code relating to utilization of apprentices. The City shall encourage such utilization. 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 twenty (20) percent ratio, or other applicable ratio.

**Section 3.** 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 Los Angeles.

**ARTICLE XII**  
**SECURITY, SAFETY, PROTECTION OF PERSON AND PROPERTY**

**Section 1(a)**. In accordance with the requirements of the Occupational Safety and Health Act, it shall be the exclusive responsibility of each Contractor on the job site to ensure safe working conditions for its employees and their compliance with any safety rules contained herein or established by the City, the Agreement Coordinator and/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 City.

(b) Employees shall be bound by the reasonable safety, security and visitor rules established by the Contractor, the Agreement Coordinator and/or the City. 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.

(c) The Agreement Coordinator may establish and implement, after consultation with the Union, reasonable substance abuse testing procedures and regulations, which may include pre-hire, reasonable cause, random, and post-accident testing, to the extent permitted by Federal and state law.

**Section 2**. 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.

**Section 3**. All parties recognize the special security provisions required and mandated by construction work on a major airport, and all parties to the Agreement and all employees under the Agreement will fully comply with all federal, state and city required security rules.

**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 employees will be compensated for the standby time at their basic hourly rate of pay.

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

**Section 6**. Should the City institute an Owner Controlled Insurance Program (OCIP), and further, as part of that Program, request that medical care delivery and/or ADR programs be instituted under this Agreement pursuant to Section 3201.5 of the Labor Code, the Council parties to this Agreement will meet with the Agreement Coordinator and negotiate in good

faith the appropriate concepts for such provisions and develop for approval by all parties the details of such program for implementation on the project.

### **ARTICLE XIII** **NON-DISCRIMINATION**

**Section 1.** The Contractor and Union agree that they will not discriminate against any employee or applicant for employment because of race, sex, creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition, marital status, ancestry, or sexual orientation in any manner prohibited by law or regulation. The Union shall cooperate with the Contractors' obligations to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to such status. Relevant employment actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Any complaints regarding the application of this provision shall be brought to the immediate attention of the involved contractor for consideration and resolution.

**Section 2.** It is recognized that the City and federal governments have certain policies and commitments for the utilization of business enterprises owned and/or controlled by minorities, women, the disadvantaged or others. The parties shall jointly endeavor to assure that these commitments are fully met and that any provisions of this Agreement which may appear to interfere with any minority, women, disadvantaged or other owned business enterprise successfully bidding 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 letter of the governments' policies and commitments in all applicable federal, state and local rules and regulations relating to employment and utilization of said business enterprises. City's policies and commitments and all applicable Federal, state and local rules and regulations relating to employment and utilization of minorities and minority and/or women owned businesses.

### **ARTICLE XIV** **TRAVEL AND SUBSISTENCE**

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

**Section 1.** The parties recognize that the Project site is an active International Airport facility, subject to significant traffic and security restrictions. Under these circumstances, it may be impossible for employees to travel independently to their place or work. Therefore, where travelers restricted to transportation supplied by the City or the Contractor, or must be escorted, parking facilities for employees' personal vehicles shall be provided at designated

location(s) for pick-up by the City or Contractor provided transportation or for escort to the work site. Transportation and/or escorted ingress shall be scheduled to permit employees to be at their place of work at the scheduled starting time. Employees arriving at their work location after their normal starting time as the result of any delay in the scheduled arrival of Contractor-furnished transportation shall be compensated from their normal starting time at the appropriate rate.

**Section 2.** Where employees are required to travel by City or Contractor provided transportation, they shall be compensated with an allowance equal to an amount calculated at their straight time rate of pay for the time spent in transit from the work site to the designated pick-up location at the end of their shift. Time spent in travel to or from the work site shall not constitute time worked.

## **ARTICLE XV** **WORKING CONDITIONS**

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

**Section 2.** The City and/or the Agreement Coordinator shall establish such reasonable Project rules as the City or Agreement Coordinator 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 employer 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 and is in compliance with applicable governmental rules and regulations.

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

**Section 5.** Unless expressly permitted otherwise by the City, all employees working for Contractors signatory to this Agreement are prohibited from utilization of the public areas of LAX, and public facilities of the City, including without limitation, sanitary facilities, eating establishments and parking areas.

**Section 6.** Certain rules of conduct and security have been established by city, state, and federal governmental agencies which are applicable to all employees under the Agreement and which may change from time to time. Employees will be notified of such rules and must

observe rules at all times. Failure to do so may result in discipline up to and including discharge.

**ARTICLE XVI**  
**PRE-JOB CONFERENCES**

Consistent with Article VIII, Section 4, all work assignments shall be disclosed by the Contractor at a pre-job conference held in accordance with industry practice. The Contractor shall notify the Agreement Coordinator at least two weeks before starting work under this Agreement, and the Agreement Coordinator shall coordinate the scheduling of the pre-job conference with the Los Angeles Council, the Contractor(s) and the affected Union(s). Should there be any formal jurisdictional dispute raised under Article VIII, the Agreement Coordinator shall be notified promptly.

**ARTICLE XVII**  
**LABOR/MANAGEMENT COOPERATION**

**Section 1.** The parties to this Agreement will form a joint committee consisting of representatives selected by the BCTD, the Councils, the Crafts, and PCI. The Committee shall be chaired by a representative of PCI and a representative of the Los Angeles Council. The purpose of the Committee shall be to promote harmonious and stable labor-management relations on this Project, to insure effective and constructive communications between labor and management parties, and to advance the proficiency of the workmen in the industry.

**Section 2.** The Committee shall meet on a monthly basis or at the call of the joint chairs to discuss the administration of the Agreement, the progress of the Project, labor/management problems that may arise, and any other matters consistent with this Agreement. Substantive grievances or disputes arising under Articles VI, VII and/or VIII shall not be reviewed or discussed by this Committee, but shall be processed pursuant to the provisions of the appropriate Article.

The Agreement Coordinator shall be responsible for the scheduling of the meetings, the preparation of the agenda topics for the meeting with input from the Unions, the Contractors and the City. Notice of the date, time and place of the meeting shall be given to the Committee members at least three (3) days prior to the meeting. The City, the Building and Construction Trades Department, AFL-CIO, and the Building and Construction Trades Council of California shall be notified of the meetings and invited to send a representative to participate.

**Section 3.** The Committee may form sub-committees to consider and advise the full Committee with regard to safety and health issues affecting the Project; general employment issues (including availability of skilled trades and of minority, women, disadvantaged or other individuals who should be assisted with appropriate training for qualification for apprenticeship programs); and similar issues affecting the overall Project, including any

workers compensation program initiated under this Agreement. Further, the Committee, or an appropriate sub-committee, shall regularly review apprentice utilization and provide a quarterly report regarding such to the Commission.

## **ARTICLE XVIII** **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 Agreements 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 the 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 or any applicable law and the intent of the parties hereto.

**Section 2.** The parties recognize the right of the City 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, or any applicable statute be invoked which contains any self-applying provision, either of 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 City, or such court order or statutory provision, 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 Section 1 and/or 2 above shall not be construed to waive the prohibitions of Article VI.

## **ARTICLE XIX** **DURATION OF THE AGREEMENT**

**Section 1. Duration.** This Project Labor Agreement shall be effective on November 19, 1999, and shall continue in effect until December 31, 2010, and thereafter with regard to any work covered by this Agreement commenced prior to December 31, 2010, but not turned over prior to that date. The Agreement may be extended by mutual agreement of the City and the Unions, for a period not to exceed ten (10) additional years. If either wishes to extend the Agreement they shall notify the other twelve (12) months prior to December 31, 2010.

**Section 2(a). Turnover.** Construction of any phase, portion, section or segment of the Project shall be deemed complete when such phase, portion, section or segments has been turned over to the City by the Contractor and the City 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 Agreement Coordinator and accepted by the City or third parties with the approval of the City, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the Agreement Coordinator or City to engage in repairs or modifications required by its contract(s) with the City or Agreement Coordinator.

(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 City and Notice of Acceptance is given by the City to the Contractor. At the request of the Union, complete information describing any “punch” list work, as well as any additional work required of a Contractor at the direction of the City pursuant to Article II, Section 8, involving otherwise turned-over or completed facilities which have been accepted by the City, will be available from the Agreement Coordinator.

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

**Section 3**. Schedule As 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 As notify the Agreement Coordinator 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 under the 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 resolved under the procedures established in Article VII. As part of this understanding, the Contractor agrees and consents to pay the increased wages and increased contributions to the relevant jointly administered trust funds pursuant to the provisions of any collective bargaining agreements negotiated by the unions during the work performed on the Project at such time as the increases are incorporated into the applicable prevailing rate determination, as of the effective date of such prevailing rate determination.



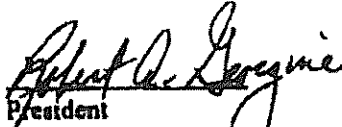
**Section 4.** The Union agrees that there will be no strikes, work stoppages, sympathy strikes, picketing, slowdowns, or any other disruptive activity affecting the Project by any union involved in the negotiation of such local collective bargaining agreements and the resulting Schedule As, nor shall there be any lock-out on this Project affecting the Union during the course of such negotiations.

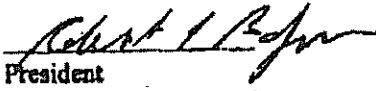
In witness whereof, the parties have caused this Agreement to be executed and effective as of the day and year first above written:

For the Agreement Coordinator:

  
President  
Parsons Constructors Inc.

For the Union:

  
President  
Building and Construction  
Trades Department, AFL-CIO

  
President  
Building and Construction  
Trades Council of California

  
Los Angeles-Orange County  
Building and Construction Trades Council

International Unions

INTERNATIONAL ASSOCIATION  
OF HEAT AND FROST INSULATORS  
AND ASBESTOS WORKERS:

William Bernard

Affiliated District Councils  
and/or Local Unions

Asbestos Workers Local 5

By: Calvin D. Montgomery

INTERNATIONAL BROTHERHOOD OF  
BOILERMAKERS, IRON SHIP BUILDERS,  
BLACKSMITHS, FORGERS AND HELPERS:

Edward J. Maguire

Boilermakers Local 92

By: Edward J. Maguire

INTERNATIONAL UNION OF  
BRICKLAYERS AND ALLIED  
CRAFTWORKERS:

John J. Flynn

BRICKLAYERS LOCAL #4  
By: John J. Flynn

UNITED BROTHERHOOD OF  
CARPENTERS AND JOINERS OF  
AMERICA:

Gordon F. Shuman

SOUTHERN CALIFORNIA CONFERENCE  
OF CARPENTERS

By: Gordon F. Shuman

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS:

J.J. Barry

I. B. E. W #11  
By: L.O. Long

INTERNATIONAL UNION OF ELEVATOR  
CONSTRUCTORS

Edward C. Sullivan

I.U.E.C LOCAL #18  
By: Robert A. Brown

INTERNATIONAL ASSOCIATION OF  
BRIDGE, STRUCTURAL, ORNAMENTAL  
AND REINFORCING IRON WORKERS:

John West

Local 416 + Local 433  
By: Joe Hand  
General Organizer

LABORERS' INTERNATIONAL UNION  
OF NORTH AMERICA:

James M. O'Brien

Laborers' Local #300  
By: Stephen Kewin

INTERNATIONAL UNION OF  
OPERATING ENGINEERS:

James W. Conway

OPERATING ENGINEERS' LOCAL #12

[Signature]  
By: Robert A. Curney  
By: Steve Bell

OPERATIVE PLASTERERS' AND  
CEMENT MASONS' INTERNATIONAL  
ASSOCIATION OF THE UNITED STATES  
AND CANADA:

John J. Daugherty

Plasterers' Local 200  
B. P. Ryan

Cement Masons Local 600  
By: W. J. G. Gools

INTERNATIONAL BROTHERHOOD OF  
PAINTERS AND ALLIED TRADES:

Michael C. Monroe

PAINTERS + ALLIED TRADES J.C. #36

By: Chas. P. Lewis

UNITED UNION OF ROOFERS,  
WATERPROOFERS AND ALLIED  
WORKERS:

Earl J. Kruse

[Signature]

By: LU #. 36 Roofers

SHEET METAL WORKERS  
INTERNATIONAL ASSOCIATION:

Michael J. Sullivan

LOCAL UNION 108

By: Roy A. Ringwald

INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS:

Thomas P. Kopka

Teamsters Local 420

By: Jan Brown

UNITED ASSOCIATION OF JOURNEYMEN  
AND APPRENTICES OF THE PLUMBING  
AND PIPE FITTING INDUSTRY OF THE  
UNITED STATES AND CANADA:

Harvey J. Maddaloni

L. B. Jones

By: LU 250

L.V. 761

By: Steve Reif

U. A. LOCAL 209

By: William R. Jones

U. A. LOCAL 345

By: Tom White

**ATTACHMENT 1**

**LETTER OF ASSENT**

**[To be Signed by All Contractors Undertaking Work Covered  
by the Project Labor Agreement Prior to Commencing Work]**

(Contractor Letterhead)

Agreement Coordinator  
c/o Parsons Constructors Inc.  
100 West Walnut Street  
Pasadena, California 92408  
Attn:

Re: Los Angeles International Airport Project  
Labor Agreement - Letter of Assent

Dear Sir:

This is to confirm that (Name of Company) agrees to be a party to and bound by the Los Angeles International Airport Project Labor Agreement (the "Agreement") as entered into by and between Parsons Constructors Inc., its successors or assignees, and the Building and Construction Trades Department, AFL-CIO and other Building and Construction Trades Councils and signatory unions, dated November \_\_, 1999, as such agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms.

Such obligation to be a party to and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to Contract No. (Contract No. or Identifying Description), and this Company shall require all its subcontractors, or whatever tier, to be similarly bound for all their work within the Scope of the Agreement by signing an identical Letter of Assent.

Sincerely,

(Name of Construction Company)

By:

(Name & Title of Authorized Executive)

cc: City of Los Angeles, Department of Airports

(Copies of this Letter will be available for inspection or copying on request of the Union).

## ADDENDUM I

The parties to the Los Angeles International Airport Construction Project Labor Agreement (the "Agreement"), effective November 19, 1999, together with the Building and Construction Trades Council of San Bernardino and Riverside Counties and its affiliated unions, having fully considered the terms and conditions of the Agreement, mutually agree that the benefits, rights, duties, and obligations established by that Agreement should be fully available for and applicable to major construction work which may be undertaken in the future at other airports under the control and direction of the City of Los Angeles Department of Airports, acting through the Board of Airport Commissioners; and

Now, therefore, with the signatures of the duly authorized representatives of the Agreement Coordinator and of the Department and its affiliated International Unions, the Councils, and affiliated Local Unions, respectively, the above-referenced Project Labor Agreement is hereby amended as follows:

1. The Agreement shall be known as the "Los Angeles Department of Airports Construction Project Labor Agreement";
2. Article II, Section 1 is revised to read as follows:

Section 1. The Project is generally defined as, and limited to:

(a) The renovation, rehabilitation and improvement of the Tom Bradley International Terminal Facility, Los Angeles International Airport, in an approximately 285,000 square foot infill area of that Terminal, and which will include the renovation of airline and public lounge area, baggage claim

facilities, and the Federal Inspection Service and Department administrative offices; and

(b) Such other major construction, rehabilitation, and renovation projects involving airport-related facilities at Los Angeles International Airport (LAX), Van Nuys Airport, Palmdale Airport, and/or Ontario Airport, as are designated by the City to be covered by this Agreement.

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

3. Article XIV, Section 1 is revised by deleting the word "International" from the first sentence.

4. All references in the Agreement to LAX shall refer to all Airports covered under this Agreement at which work covered within the scope of this Agreement is being performed.

5. All references in the Agreement to the Building and Construction Trades Council of Los Angeles-Orange County or the Los Angeles-Orange County Building and Construction Trades Council, AFL-CIO or the Los Angeles Council shall include and refer to both the Los Angeles/Orange Counties Council and the San Bernardino and Riverside Counties Council.

6. Further, the undersigned understand that Parsons Constructors Inc. has not been, and may or may not be, awarded the contract to administer the Agreement upon its



implementation, and therefore agree that, as appropriate, references to "PCI" shall be considered as references to the then current "Agreement Coordinator."

7. Finally, the undersigned agree to replace Attachment I (Letter of Assent) to the Agreement, with Attachment I (Letter of Assent) attached hereto.


It is agreed that there are no further changes to the remainder of the Agreement.

Effective the 1st day of May, 2000.

For the Agreement Coordinator:


  
President  
Parsons Constructors Inc.

For the Union:

  
President  
Building and Construction  
Trades Department, AFL-CIO

  
President  
Building and Construction  
Trades Council of California

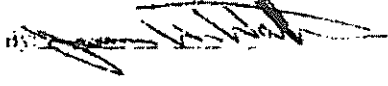
  
Los Angeles-Orange County  
Building and Construction Trades Council

  
San Bernardino and Riverside  
Counties Building and  
Construction Trades Council

A Dept. of Airports Construction Project Labor Agreement - Addendum I - Signatures (cont'd)

Local Unions Affiliated with the San Bernardino and Riverside Building and Construction Trades Council

Local 5, Asbestos Workers

By: 

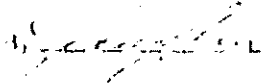
Local 4, IBC

By: Gary N. Anthony

Iron Workers, Local #116

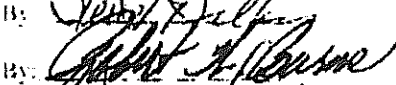
By: Joe Beard

Laborers, Local #753

By: 

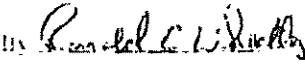
Operating Engineers, Local #12

By: 

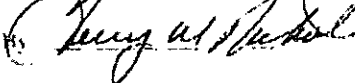
By: 

By: 

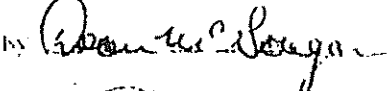
Southern California Plumbers  
District Council 36

By: 

SWFLA, Local #192

By: 

U.A., Local #598

By: 

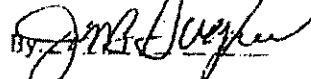
U.A. Sprinkler Fitters, #100

By: 

Boilermakers, Local 92

By: 

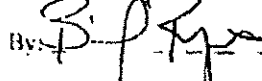
Local 477, IBEW

By: 

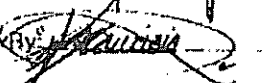
Iron Workers, Local #433

By: Joe Beard

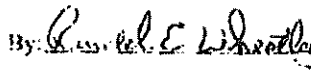
Plasterers, Local #200

By: 

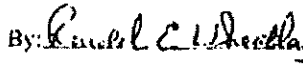
Cement Masons, Local #500

By: 

Glaziers, Local Union 630

By: 

Local #1247, Floor Covering

By: 

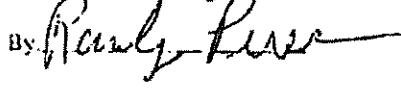
Local #220, Roofers

By: 

Teamsters, Local #166

By: 

Tile, Marble & Terrazzo #18

By: 

L.A. Dept. of Airports Construction Project Labor Agreement - Addendum 1 - Signatures (cont'd).

Local Unions Affiliated with the San Bernardino  
and Riverside Building and Construction Trades Council

U.A. Local 250

By: *Edward Barnett*

Piledrivers, Local #2375

By: *[Signature]*

U.A. Local 345

By: *[Signature]*

Millwrights, Local #1607

By: *[Signature]*

1800 M Street, N.W.  
Washington, D.C. 20036-5869  
202-467-7000  
Fax: 202-467-7176

**Morgan, Lewis  
& Bockius LLP**  
C O U N S E L O R S   A T   L A W

E. Carl Uehlein, Jr.  
(202) 467-7075

**REVISED**

April 16, 2001

Howard S. Block, Esq.  
Wellington Plaza  
505 East First Street, Suite G  
Tustin, California 92680-3305

R. Wayne Estes, Esq.  
220 Verde Vista Drive  
Thousand Oaks, California 91360

John Kagel, Esq.  
Kagel & Kagel  
544 Market Street  
San Francisco, California 94104

Michael Rappaport, Esq.  
15445 Ventura Boulevard  
Suite 84  
Sherman Oaks, California 91403

Re: Los Angeles International Airport Project  
Labor Agreement - Permanent Arbitrators

Gentlemen:

Enclosed for your information is a copy of the Project Labor Agreement negotiated between Parsons Constructors Inc. and the Building and Construction Trades Department, AFL-CIO, the Building and Construction Trades Council of California, the Los Angeles/Orange Counties Building and Construction Trades Council, the San Bernardino/Riverside Counties Building and Construction Trades Council, and the Southern California District Council of Carpenters for work to be undertaken at Los Angeles International Airport. This is expected to be a multi-year, multi-billion dollar construction program. It is critical to all parties and to the citizens of Greater Los Angeles that any and all differences, disputes, and grievances be resolved peacefully under the procedures established by the Agreement. To help meet this goal, the parties have agreed to request your services as permanent arbitrators.

You will recognize the enclosed as similar in many ways to the Agreements negotiated on behalf of The Metropolitan Water District of Southern California, under which each of you already serves as a permanent arbitrator. It is the desire of the parties that each of you fill the same roles under the LAX Agreement; specifically, for disputes arising under Article II, Section 4(b) and as a member of the Panel from which an arbitrator is selected for disputes arising under Article VIII, Howard S. Block; for disputes arising under Article VI, John Kagel; and as additional members of the Panel under Article VIII, William Estes and Michael D. Rappaport. We hope you will agree to serve.

1-WA-1588900.1

Philadelphia   Washington   New York   Los Angeles   Miami   Harrisburg   Pittsburgh   Princeton  
London   Brussels   Frankfurt   Tokyo   Singapore   Jakarta

April 16, 2001  
Page 2


If you are willing to be so designated, I would appreciate it if you would advise me, as representative of the Project Administrator and the Owner, and Richard Slawson, Executive Director of the Los Angeles Council, as the designated representative of the union parties. When replying, please indicate your address for purposes of regular mail and overnight delivery, as well as preferred telephone number and facsimile numbers for contacting you quickly.

Thank you for your cooperation and your willingness to serve on this important Project.

Should you have any questions with regard to this matter, I would welcome the opportunity to discuss them with you.

With best personal regards.

Sincerely,



E. Carl Uehlein, Jr.

ECUjr/cg

Enclosure

cc: Richard Slawson (w/o enclosure)  
Executive Secretary  
Los Angeles/Orange Counties Building and  
Construction Trades Council, AFL-CIO  
1626 Beverly Blvd.  
Los Angeles, California 90026-5784

Building and Construction Trades Department, AFL-CIO (w/o enclosure)  
Building and Construction Trades Council of California (w/o enclosure)  
Building and Construction Trades Council of San Bernardino  
and Riverside Counties (w/o enclosure)  
Southern California District County of Carpenters (w/o enclosure)  
Los Angeles International Airport (w/o enclosure)  
Parsons Constructors Inc. (w/o enclosure)

# PARSONS

---

Parsons Constructors Inc.  
100 West Walnut Street • Pasadena, California 91124 • (626) 440-3000 • Fax: (626) 440-2518

December 14, 1999

Mr. Richard Slawson  
Executive Secretary  
Los Angeles/Orange Counties Building  
and Construction Trades Council, AFL-CIO  
1626 Beverly Boulevard  
Los Angeles, California 90026-5784

Re: Los Angeles International Airport – Project Labor Agreement -  
Redi-Mix Concrete, Sand and Gravel, and Aggregate Delivery

Dear Dick:

In our negotiations for the captioned Project Labor Agreement, the Teamsters raised concerns about the coverage of the above-referenced work under the Agreement. After discussions and consultation with counsel, the parties recognized and agreed that the limitations of Federal Labor Law do not permit the inclusion of such deliveries under the terms of the Project Labor Agreement because they do not typically constitute work to be performed at the site of the construction within the meaning of the National Labor Relations Act.

Under these circumstances, and recognizing the importance of labor stability for the work covered by this Agreement, the Department of Airports has agreed that it will advise and remind contractors working under the Agreement of the importance of maintaining labor peace and harmony on the Project. These contractors will be encouraged to consider the potential effect on such labor stability when contracting for delivery of redi-mix, sand and gravel, and aggregate.

Should the suppliers or contractors not act in a manner consistent with the spirit and intent of this letter and the Agreement, the Department will take action appropriate to the situation and its legal rights.

Sincerely,



Michael W. D'Antuono  
President  
Parsons Constructors Inc.  
Agreement Coordinator for the Department of Airports

cc: City of Los Angeles, Department of Airports



# PARSONS

Parsons Constructors Inc.

100 West Walnut Street • Pasadena, California 91124 • (626) 440-3000 • Fax: (626) 440-2518

December 9, 1999

## VIA FACSIMILE

Mr. Edward C. Sullivan  
General President  
International Union of Elevator Constructors  
Clark Building, #310  
5565 Sterrett Place  
Columbia, Maryland 21044

Mr. Ernie Brown  
Business Manager  
International Union of Elevator  
Constructors, Local 18  
100 South Mentor Avenue  
Pasadena, California 91106

Re: Los Angeles International Airport Project Labor Agreement

Gentlemen:

Consistent with our discussion as part of the negotiations for the above-referenced Agreement, it is understood and agreed that the International Union of Elevator Constructors and its Local 18 will execute the Project Labor Agreement. In consideration thereof, Parsons Constructors Inc. and the Unions specifically agree that where there is a conflict, the terms and conditions of the Project Labor Agreement shall supersede and override the terms and conditions of any and all other national, area or local collective bargaining agreements, except that the work of the International Union of Elevator Constructors within the scope of this Project Labor Agreement shall be performed under the terms of its national agreements, with the exception of Articles VI, VII and VIII, which shall apply to such work; and with the further understanding that work within the scope of the Agreement will be awarded consistent with the terms of the Project Labor Agreement provided that the successful contractor (and subcontractors of whatever tier) agree to execute the Letter of Assent (Attachment A) to the Agreement; and finally with the understanding that all employees working within the scope of the Agreement and within the craft jurisdiction of the International Union of Elevator Constructors shall be referred and/or employed in a manner consistent with Article III of the Project Labor Agreement.



Edward C. Sullivan  
Ernie Brown  
December 9, 1999  
Page 2

If you are in agreement with the above understandings, we would appreciate your execution of a copy of this letter and returning the executed copy to the undersigned.


Thank you for your cooperation in this manner. The City of Los Angeles, its Department of Airports, and Parsons Constructors Inc. look forward to working with the International Union of Elevator Constructors under this Agreement.

Sincerely,



Michael W. D'Antuono  
President  
Parsons Constructors Inc.

cc: Los Angeles International Airport  
E. Carl Uehlin, Jr., Esq.  
Special Counsel for Parsons Constructors Inc. and  
Los Angeles International Airport

Agreed:   
President  
International Union of Elevator Constructors

Agreed:   
Business Manager, Local 18  
International Union of Elevator Constructors