

DISTRICT OF COLUMBIA

Matthew T. Brown, Director

PROJECT LABOR AGREEMENT

FOR THE

**SOUTH CAPITOL STREET CORRIDOR
PROJECT – Phase I**

d.

District Department of Transportation

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District of Columbia Department of Transportation

**PROJECT LABOR AGREEMENT FOR THE SOUTH CAPITOL STREET CORRIDOR-
PROJECT – Phase I**

This Project Labor Agreement ("PLA" or "Agreement") is made and entered into this __ day of _____, 2014, by and among the Government of the District of Columbia acting by and through the District of Columbia Department of Transportation ("DDOT" or "Department") and the Community Hub for Opportunities in Construction Employment ("CHOICE") and the signatory Unions who have, through their duly authorized officers, executed this Agreement (individually and collectively, the "Union"). This PLA shall apply to Construction Work (as defined herein) to be performed by DDOT's Design Build Contractor and each of its relevant Contractors and Subcontractors of whatever tier on the South Capitol Street Corridor- Phase I (hereinafter, the "Project" or "Project Work") as more fully described in Article 3 and Exhibit B attached to this Agreement. As used herein, the term "Contractor" shall include all construction contractors of whatever tier, including all Subcontractors engaged in onsite construction work within the scope of this Agreement and shall include the Design Build Contractor or any Construction Manager when it performs construction work within the scope of this Agreement.

The Parties recognize that timely completion of the Project without interruption or delay will require a steady supply of substantial numbers of employees from construction and supporting crafts possessing the skills and qualifications necessary to complete the Project. The Parties therefore agree to work together to furnish skilled, efficient craft workers for the construction of the Project, as required by this Agreement.

The Parties desire to mutually establish and stabilize wages, hours and working conditions for the craft workers on the Project, to encourage close cooperation between the Contractors and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist between the Parties to this Agreement. This Agreement is intended to enhance this cooperative effort through the establishment of a framework for labor-management cooperation and stability.

To accomplish the important purposes of this Agreement, DDOT and DDOT's Design Build Contractor will implement this Agreement by including appropriate provisions in the bid documents, contract specifications and other contract documents for work on the Project covered by the scope of this Agreement. The work covered by this Agreement will be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement. All such Contractors shall be Parties to this Agreement.

In recognition of the special needs of the Project, and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the Parties agree to abide by the terms and conditions in this Agreement and to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise in connection with this Agreement. Further, all Contractors agree not to engage in any lockout, and the Unions agree not to engage in any strike, slowdown, or interruption or other disruption of or interference with the work covered by this Agreement.

ARTICLE 1 - INTENT AND PURPOSES
SECTION 1. MUTUAL UNDERSTANDINGS

This PLA is entered into in furtherance of Executive Order No. 13502 (February 6,

2009). It is mutually understood and agreed that the terms and conditions of this PLA are intended to promote the public interest in obtaining timely and economical completion of the Project by encouraging productive and efficient construction operations; by establishing a spirit of harmony and cooperation among the parties; and by providing for peaceful and prompt settlement of any and all labor grievances or jurisdictional disputes of any kind without strikes, lockouts, slowdowns, delays or other disruptions to the prosecution of the work. The Parties agree that this Agreement will be made available to and will fully apply to any successful bidder for work performed on the Project who agrees to become 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 any Contractor for work that is performed on work other than the Project. The Unions hereby pledge to work cooperatively on the Project with all Contractors awarded work governed by this Agreement.

SECTION 2. SEPARATE EMPLOYERS

It is understood that the Design Build Contractor and each Contractor will be considered and accepted by the Unions as separate employers, and it is further agreed that the employees working under this PLA shall constitute a bargaining unit separate and distinct from all others. The Parties hereto also agree that this PLA shall be applicable solely with respect to this Project and shall have no bearing on the interpretation of any other collective bargaining agreement or as to the recognition of any bargaining unit other than for the specific purposes of this Project.

ARTICLE 2 - GENERAL CONDITIONS

SECTION 1. DEFINITIONS

Throughout this Agreement, the various Union parties including CHOICE and its participating affiliated Local Unions, are referred to singularly and collectively as "Union(s)" or "Local Unions." The term "Contractor(s)" shall include the Design Build Contractor and all other contractors, and subcontractors of all tiers engaged in Project Work within the scope of this Agreement as defined in Article 3. The work covered by this Agreement (as defined in Article 3) is referred to as "Project Work."

SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

This Agreement shall not become effective unless each of the following conditions are met: the Agreement is: (1) executed by CHOICE, the participating Local Unions and DDOT; and (2) is approved by the Federal Highway Administration of the U.S. Department of Transportation.

SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on all signatory Unions and their affiliates, and all Contractors of all tiers performing Project Work as defined in Article 3. The Contractors shall include in any subcontract that they let for performance during the term of this Agreement a requirement that their subcontractors, of all tiers, become signatory and bound by this Agreement with respect to that subcontracted work falling within the scope of Article 3 and all Contractors performing Project Work shall be required to sign a "Letter of Assent" in the form annexed hereto as Exhibit "A." This Agreement shall be administered by the Design Build Contractor on behalf of all Contractors.

SECTION 4. SUPREMACY CLAUSE

This Agreement, together with the local Collective Bargaining Agreements

as listed in Schedule "A," represents the complete understanding of all signatories and supersedes any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to this Project Work, in whole or in part, except work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking which shall be performed under the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Articles 7, 8, 9, 11 and 17 herein. Subject to the foregoing, where a subject covered by the provisions of this Agreement is also covered by a Schedule "A" agreement, the provisions of this Agreement shall prevail. It is further understood that no Contractor shall be required to sign any other agreement as a condition of performing Project Work. No practice, understanding or agreement between a Contractor and a Local Union, which is not set forth in this Agreement, shall be binding on this Project Work unless endorsed in writing by the Design Build Contractor.

SECTION 5. LIABILITY

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. The Design Build Contractor and any Contractor shall not be liable for any violations of this Agreement by any other Contractor; and CHOICE and Local Unions shall not be liable for any violations of this Agreement by any other Union.

SECTION 6. THE DESIGN BUILD CONTRACTOR

The Design Build Contractor shall require for all Project Work within the scope of Article 3 that all successful bidders, and their subcontractors of all tiers, become bound by, and signatory to, this Agreement. Neither DDOT nor the Design Build Contractor shall be liable for any violation of this Agreement by any Contractor. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of the Design Build Contractor in determining which Contractors shall be awarded contracts for Project Work so long as such Contractors become bound by and signatory to this Agreement by signing the Letter of Assent attached hereto as Exhibit A. It is further understood that DDOT or the Design Build Contractor has the sole discretion at any time to terminate, delay or suspend the Project Work, in whole or part, on any Phase.

SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS

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

SECTION 8. SUBCONTRACTING

Subject to the exclusions in Article 3, Section 2, the Design Build Contractor and Contractors will subcontract Project Work only to a person, firm or corporation

who is or agrees to become party to this Agreement.

ARTICLE 3-SCOPE OF THE AGREEMENT

SECTION 1. WORK COVERED

Project Work shall be defined as all construction work related to Phase I of DDOT's South Capitol Street Corridor Project as generally described in Exhibit B attached to this Agreement and specifically defined by the DB Contract Documents to be executed by the District and the successful Design-Build Contractor and within the Project Right-of-way as shown in Exhibit C.

SECTION 2. EXCLUDED EMPLOYEES

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

A. Superintendents, supervisors (excluding general forepersons, forepersons, and field surveyors, specifically covered by a craft's Schedule "A" collective bargaining agreement), engineers, professional engineers and/or licensed architects engaged in inspection and testing, quality control assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, technicians, non-manual employees, and all professional, engineering, administrative and management persons;

B. DDOT Employees and contractors of DDOT performing non-Project work, the DDOT Construction Manager (except when performing construction work within the scope of this agreement) or any other municipal or State agency, authority or entity, or employees of any other public employer, (e.g. utility companies) even

though working on the Project site while covered Project Work is underway;

C. Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of project components, materials, equipment or machinery or involved in deliveries to and from the Project site, except to the extent they are lawfully included in the bargaining unit of a Schedule "A" collective bargaining agreement;

D. Employees of the Design Build Contractor (except that employees of the Design Build Contractor performing manual, on site construction labor will be covered by this Agreement);

E. Employees engaged in on-site equipment warranty work unless employees are already working on the site and are certified to perform warranty work;

F. Employees engaged in geophysical testing other than boring for core samples;

G. Employees engaged in laboratory, specialty testing, or inspections, pursuant to a professional services agreement between the Design Build Contractor, or any of the Design Build Contractor's other professional consultants, and such laboratory, testing, inspection or surveying firm; and

H. Employees engaged in on-site maintenance of installed equipment or systems, which maintenance is awarded as part of a contract that includes Project Work but which maintenance occurs after installation of such equipment or system and is not directly related to construction services.

SECTION 3. NON-APPLICATION TO CERTAIN ENTITIES

This Agreement shall not apply to those parents, affiliates, subsidiaries, or

other joint or sole ventures of any Contractor that do not perform Project Work. It is agreed that this Agreement does not have the effect of creating any joint employment, single employer or alter ego status among the Design Build Contractor or any Contractor.

As the contracts involving Project Work are completed and accepted, the Agreement shall not have further force or effect on such items or areas except where inspections, additions, repairs, modifications, check-out and/or warranty work are assigned in writing (copy to Local Union involved) by the Design Build Contractor for performance under the terms of this Agreement.

**SECTION 4 – NON-APPLICATION TO DBE’S AWARDED CONTRACTS
UNDER \$8 MILLION**

DBEs that are awarded contracts individually or with a total combined value of \$8 million or less will not be bound by or subject to this Agreement and shall not be required to sign a Letter of Assent. DDOT or the Construction Manager, as applicable, shall notify the C.H.O.I.C.E. of the value of each contract awarded to a DBE at the same time the DBE is notified that it was the successful bidder. If the DBE's contract exceeds \$8 million plus a ten percent (10%) addition for change orders or, if at the time of the award, the value of the total combined contracts awarded to the DBE exceeds \$8 million, then the DBE shall no longer be exempt from any provision of this Agreement. Any DBE Contractor who is exempt, by virtue of this paragraph, shall not be entitled by virtue of other provisions of this Agreement, to utilize the Agreement's provisions for Union referral, to participate in the apprenticeship programs, or to participate in any fringe benefit fund sponsored by the Unions signatory to this Agreement. The employees of such exempt DBE Contractor shall have no right to

Union representation for any purpose under this Agreement. Each such DBE Contractor shall, nonetheless, be required by contract as described above, to:

(a) demonstrate that, prior to the start of any work, it maintains a federally registered and approved apprenticeship program;

(b) pay its employees, for the duration of the Project, wages that equal the combined value of the wages and fringe benefits that are set forth in the collective bargaining agreement identified in Schedule A hereto (and as it may hereafter be modified) that is applicable to the work to be performed by the Contractor, such agreement to be designated by C.H.O.I.C.E. at least fifteen (15) days prior to the bid date for such work;

(c) comply with all provisions of Articles 11 (Employment of Veterans), 12 (Hours of Work, Premium Payments, Shifts and Holidays), 14 (Safety Protection of Person and Property) and 15 (No Discrimination) of this Agreement;

(d) submit monthly certified payroll to DDOT or the Construction Manager, as applicable; and

(e) submit, no less often than monthly; written proof of compliance with all other obligations set forth in this paragraph to DDOT or the Construction Manager, as applicable.

ARTICLE 4- UNION RECOGNITION AND EMPLOYMENT SECTION 1. PRE-HIRE RECOGNITION

The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all employees who are or will be performing on-site Project Work, with respect to that work.

SECTION 2. UNION REFERRAL

A. The Design Build Contractor and Contractors agree to utilize, employ and hire craft employees for Project Work covered by this Agreement through the job referral systems and hiring halls established in the Local Unions' area collective bargaining agreements listed in Schedule "A." Notwithstanding this, Contractors shall have sole right to determine the competency of all referrals; to determine the number of employees required; to select employees for layoff (subject to Article 5, Section 3); and the to reject any applicant referred by a Local Union, subject to the show-up payments. In the event that a Local Union is unable to fill any request for qualified employees within a 48 hour period after such requisition is made by a Contractor (Saturdays, Sundays and holidays excepted), a Contractor may employ qualified applicants from any other available source. In the event that the Local Union does not have a job referral system, the Contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor shall notify the Local Union of craft employees hired for Project Work within its jurisdiction from any source other than referral by the Union.

B. Contractor may request by name, and the Local will honor, referral of persons who have applied to the Local for Project Work and who meet the following qualifications:

- (1) possess any license required by District of Columbia law for the Project Work to be performed;
- (2) have worked a total of at least 1000 hours in the Construction

field during the prior 3 years; and

- (3) were on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award.

No more than twelve per centum (12%) of the employees covered by this Agreement, per Contractor by craft, shall be hired through the special provisions above. Under this provision, name referrals begin with the eighth employee needed and continue on that same basis.

SECTION 3. NON-DISCRIMINATION IN REFERRALS

The Council represents that each Local Union hiring hall and referral system will be operated in a non-discriminatory manner and in full compliance with all applicable federal and District of Columbia laws and regulations that require equal employment opportunities, including, but not limited to 23 CFR Part 230 and CFR Section 635.117(b). Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated against by any referral system or hiring hall because of the applicant's union membership, or lack thereof.

SECTION 4. MINORITY AND FEMALE REFERRALS

In the event a Local Union either fails, or is unable to refer qualified minority or female applicants in percentages equaling the workforce participation goals adopted by the Department and set forth in the Design Build Contractor 's bid specifications, within 48 hours of the request for same, the Contractor may employ

qualified minority or female applicants from any other available source.

SECTION 5. DBE CONTRACTORS

The Local Unions recognize that DDOT has a program to encourage and foster work opportunities for certified Disadvantaged Business Enterprises (DBEs) and the Local Unions will work cooperatively with DDOT and the Design Build Contractor in their efforts to provide such work opportunities.

This Project is subject to the federal Disadvantaged Business Enterprise ("DBE") program (49 CFR Part 26), with a 8.6% DBE goal, and federal Equal Employment Opportunity requirements (23 CFR Part 230). Notwithstanding the above provision, a certified DBE not signatory to a collective bargaining agreement with a union signatory to the Agreement may, with respect to its first 14 hires, request referral by name under the above requirements of up to 50% of the employees covered by this Agreement, by craft. In that case, the first name referral must be a general foreperson (if otherwise included in a craft's Schedule A). The 3rd, 5th, 7th, 9th, 11th and 13th employee may be a name referral. Thereafter, the above 12 percentum referral provision will apply, meaning that the 22nd, 30th, 38th and every 8th employee thereafter may be a name referral.

SECTION 6. CROSS AND QUALIFIED REFERRALS

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

SECTION 7. UNION DUES

All employees covered by this Agreement shall be subject to the union security provisions contained in the applicable Schedule "A" collective bargaining agreement, as amended from time to time, but only for the period of time during which they are performing on-site Project Work and only to the extent of tendering payment of the applicable union dues and assessments uniformly required for union membership in the Local Union which represents the craft in which the employees are performing Project Work. No employee shall be discriminated against at any Project Work site because of the employee's union membership or lack thereof.

SECTION 8. CRAFT FOREPERSONS AND GENERAL FOREPERSONS

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the Contractor, provided that all craft forepersons shall be experienced and qualified journeypersons in their trade as determined by the appropriate Local Union. All forepersons shall take orders exclusively from the designated Contractor representatives. Craft forepersons shall be designated as working forepersons at the request of the Contractor.

ARTICLE 5- UNION REPRESENTATION

SECTION 1. LOCAL UNION REPRESENTATIVE

Each Local Union representing on-site employees shall be entitled to designate in writing (copy to Contractor involved and Design Build Contractor) one representative, and/or the Business Manager, who shall be afforded access to the Project Work site.

SECTION 2. STEWARDS

A. Each Local Union shall have the sole discretion to select and designate any working journeyman as a Steward and an alternate Steward. The Union shall notify the Contractor and Design Build Contractor of the identity of the designated Steward and alternate prior to the assumption of such duties. Stewards shall not exercise supervisory functions and will receive the regular rate of pay for their craft classifications. All Stewards shall be working Stewards.

B. In addition to their work as an employee, the Steward shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor. Each Steward shall assist the employees of the Steward's trade and, if applicable, subcontractors of their Contractor, but not the employees of any other trade Contractor. No Contractor shall discriminate against the Steward as a result of the proper performance of Union duties.

C. The Stewards shall not have the right to determine when overtime shall be worked, or who shall work overtime.

SECTION 3. LAYOFF OF A STEWARD

Contractors agree to notify the appropriate Union 24 hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. A Steward shall be the last to be laid off provided the Steward possesses the necessary qualifications to perform the work required. In any case in which a Steward is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the Contractor.

ARTICLE 6- MANAGEMENT'S RIGHTS
SECTION 1. RESERVATION OF RIGHTS

Except as expressly limited by a specific provision of this Agreement, Contractors retain full and exclusive authority for the management of their operations including, but not limited to, the right to: direct the work force, including determination as to the number of employees to be hired and the qualifications therefore; the promotion, transfer, layoff of its employees; require compliance with the directives of the Department including standard restrictions related to security and access to the site that are equally applicable to Department employees, guests, or vendors; or the discipline or discharge for just cause of its employees; assign and schedule work; promulgate reasonable Project Work rules that are not inconsistent with this Agreement or rules common in the industry and are reasonably related to the nature of work; and, the requirement, timing and number of employees to be utilized for overtime work. No rules, customs, or practices which limit or restrict productivity or efficiency of the individual shall be permitted or observed.

SECTION 2. MATERIALS, METHODS & EQUIPMENT

There shall be no limitation or restriction upon the Contractors' choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials or products, tools, or other labor-saving devices. Contractors may, without restriction, install or use materials, supplies or equipment regardless of their source. The on-site installation or application of such items shall be performed by the craft having

jurisdiction over such work; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, checkoff or testing of specialized or unusual equipment or facilities as designated by the Contractor. There shall be no restrictions as to work which is performed off-site for Project Work.

ARTICLE 7- WORK STOPPAGES AND LOCKOUTS
SECTION 1. NO STRIKES-NO LOCK OUT

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, demonstrations or other disruptive activity on Project Work for any reason by any Union or employee against the Design Build Contractor and Contractors or other employers. This Agreement, including the provisions of this Article, shall apply to all Project Work and any work that is not covered by this Agreement is not considered Project Work and shall not be covered by this provision of the Agreement. There shall be no lockout at this Project Work site by the Design Build Contractor or any Contractor. Contractors and Affiliated Unions shall use their best efforts to ensure compliance with this Section and to ensure uninterrupted construction and the free flow of traffic in the Project area for the duration of this Agreement. The Unions reserve all of their collective bargaining rights with respect to the negotiation of successor collective bargaining agreements.

SECTION 2. DISCHARGE FOR VIOLATION

The Design Build Contractor may discharge any employee violating Section 1, above, and any such employee will not be eligible thereafter for referral under this Agreement for a period of 100 days.

SECTION 3. NOTIFICATION

If the Design Build Contractor contends that any Union has violated this Article, it will notify the Local Union involved advising of such fact, with copies of the notification to CHOICE. The Local Union shall instruct and order, CHOICE shall request, and each shall otherwise use their best efforts to cause the employees (and where necessary CHOICE shall use its best efforts to cause the Local Union), to immediately cease and desist from any violation of this Article. If CHOICE complies with these obligations it shall not be liable for the unauthorized acts of a Local Union or its members. Similarly, a Local Union and its members will not be liable for any unauthorized acts of CHOICE. Failure of a Contractor or the Design Build Contractor to give any notification set forth in this Article shall not excuse any violation of Section 1 of this Article.

SECTION 4 . EXPEDITED ARBITRATION

The Design Build Contractor, and any Contractor or Union alleging a violation of Section 1 of this Article may utilize the expedited procedure set forth below (in lieu of, or in addition to, any actions at law or equity) that may be brought.

A. A party invoking this procedure shall notify Thomas Pagan, who the parties agree shall be the permanent Arbitrator under this procedure. In the event that the permanent Arbitrator is unavailable at any time, Paul Greenberg shall serve as the alternate Arbitrator. Copies of such notification will be simultaneously sent to the alleged violator and CHOICE.

B. The Arbitrator shall thereupon, after notice as to time and place to the Contractor, the Local Union involved, CHOICE and the Design Build

Contractor, hold a hearing within 48 hours of receipt of the notice invoking the procedure if it is contended that the violation still exists. The hearing will not, however, be scheduled for less than 24 hours after the notice required by Section 3, above.

C. All notices pursuant to this Article may be provided by email, hand delivery, or fax, confirmed by overnight delivery, to the Arbitrator, Contractor, Design Build Contractor, CHOICE and Local Union involved. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed 8 hours duration (no more than 4 hours being allowed to either side to present their case, and conduct their cross examination) unless otherwise agreed. A failure of any Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.

D. The sole issue at the hearing shall be whether a violation of Section 1, above, occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Award restraining such violation and serve copies on the Contractor and Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages (any damages issue is reserved solely for court proceedings, if any). The Award shall be issued in writing within 3 hours after the close of the hearing, and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar days, but its issuance shall not delay compliance with, or enforcement of. the Award.

E. The Design Build Contractor (or such other designee of the

Design Build Contractor) may participate in full in all proceedings under this Article.

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

G. Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Contractors and Unions to which they accrue.

H. The fees and expenses of the Arbitrator shall be equally divided between the involved Contractor and Union.

SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION

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

ARTICLE 8- GRIEVANCE & ARBITRATION PROCEDURE SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES

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

Agreement.

Step 1:

(a) When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Local Union business representative or job steward give notice of the claimed violation to the work site representative of the involved Contractor and the Design Build Contractor. To be timely, such notice of the grievance must be given within 7 calendar days after the act, occurrence or event giving rise to the grievance or as soon thereafter as practical but not to exceed an additional 7 calendar days. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within 7 calendar days after timely notice has been given or as soon thereafter as practical. If they fail to resolve the matter within the prescribed period, the grieving party, may, within 7 calendar days or as soon thereafter as practical, pursue Step 2 of the grievance procedure by serving the involved Contractor with written copies of the grievance setting forth a description of the claimed violation, the date on which the grievance occurred, and the provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are non-precedential except as to the specific Local Union, employee and Contractor directly involved unless the settlement is accepted in writing by the Design Build Contractor (or designee) as creating a precedent.

(b) Should any signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article 7, Section 1) with

any other signatory to this Agreement and, if after conferring, a settlement is not reached within 7 calendar days, or as soon thereafter as practical, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

Step 2:

The Business Manager or designee of the involved Local Union, together with representatives of the involved Contractor, CHOICE and the Design Build Contractor (or designee), shall meet in Step 2 within 7 calendar days of service of the written grievance to arrive at a satisfactory settlement or as soon thereafter as practical.

Step 3:

(a) If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within 21 calendar days after the initial Step 2 meeting, submit the grievance in writing (copies to other participants, including the Design Build Contractor or designee) to Thomas Pagan, who shall act as the Arbitrator under this procedure. If Arbitrator Pagan is not available, the matter will be referred to Paul Greenberg, who shall serve as the alternate arbitrator under this Agreement. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be parties. The decision of the Arbitrator shall be final and binding on the involved Contractor, Local Union and employees and the fees and expenses of such arbitrations shall be borne equally by the involved Contractor and Local Union. [Insert Arbitrators' contact information]

(b) Time is of the essence. Failure of the grieving party to adhere to the

time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the Design Build Contractor (or designee), involved Contractor and involved Local Union at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issues presented to him and shall not have the authority to change, add to, delete or modify any provision of this Agreement.

SECTION 2. LIMITATION AS TO RETROACTIVITY

No arbitration decision or award may provide retroactivity of any kind exceeding 60 calendar days prior to the date of service of the written grievance on the Design Build Contractor and the involved Contractor or Local Union.

SECTION 3. PARTICIPATION BY DESIGN BUILD CONTRACTOR

The Design Build Contractor shall be notified by the involved Contractor of all actions at Steps 2 and 3 and, at its election, may participate in full in all proceedings at these Steps, including Step 3 arbitration.

ARTICLE 9 - JURISDICTIONAL DISPUTES

SECTION 1. DEFINITION

As used in this Agreement, the term "jurisdictional dispute" shall be defined as any dispute, difference or disagreement involving the assignment of particular work to one class or craft of employees rather than to a different class or craft of employees, regardless of that Contractor's contractual relationship to any other employer, contractor, or organization on the site.

SECTION 2. RESOLUTION OF DISPUTES

It is agreed by and between the parties to this Agreement that any and all

jurisdictional disputes shall be resolved in the following manner; each of the steps hereinafter listed shall be initiated by the parties in sequence as set forth herein and all signatory affiliates agree that upon request, a representative shall be assigned without delay to attempt a settlement in the event of a question on assignments.

- (a) Negotiation by and between the Local Business Representatives of the disputing Unions and Employer shall take place within two (2) business days. Business days are defined as Monday through Friday excluding contract holidays. Such negotiations shall be pursued until it is apparent that the dispute cannot be resolved at the local level.
- (b) The International Representatives of the disputing Unions shall meet or confer and attempt to resolve said dispute. This meeting shall take place within two (2) business days. Business days are defined as Monday through Friday excluding contract holidays.
- (c) The parties to the Jurisdictional Dispute shall submit the dispute directly to Thomas Pagan after complying with paragraph (2b) above. The parties shall meet with Arbitrator Pagan within three (3) business days. If Arbitrator Pagan is unavailable, Paul Greenberg shall serve as the Arbitrator. The Arbitrator's bench decision will be given the day of the hearing and will be final and legally binding on this Project only. The Arbitrator's bench decision will be implemented without delay. The cost of Arbitration will be shared equally by the disputing parties. Any party to the dispute can require that a "long form" written decision be provided from the Arbitrator; however, the cost of the

"long form" written decision will be the responsibility of the party making the request.

- (d) A jurisdictional dispute may be submitted based upon a pre-job assignment.
- (e) If any party to the jurisdictional disputes does not fully comply with the steps and time limits within each step, then the party in non-compliance will lose by "automatic default."
- (f) Time limits at any step can be extended if all parties to the jurisdictional dispute mutually agree in writing.
- (g) All parties to a jurisdictional dispute can mutually agree to waive the time limits in steps (a) and (b) and proceed directly to an expedited arbitration hearing.
- (h) The Arbitrator is not authorized to award back pay or any other damages for a mis-assignment of work; nor may any party bring an independent action for backpay or any other damages based upon a decision of an Arbitrator.

SECTION 3. NO INTERFERENCE WITH WORK

The signatory parties to this Agreement agree that jurisdictional disputes cannot and shall not interfere with the efficient and continuous operations required for the successful application of this Agreement. There will be no strikes, sympathy strikes, work stoppages, slowdowns, picketing or other disruptive activity of any kind arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall continue uninterrupted and as assigned by the Contractor. No

jurisdictional dispute shall excuse a violation of Article 7.

SECTION 4. DELIVERIES

Equipment or material delivered to the jobsite will be unloaded promptly without regard to jurisdictional disputes, which will be handled as per the provisions of this Agreement. The Contractor will supply the Union with delivery schedules, allowing as much time as possible to ensure the appropriate crafts will be available to unload the materials or equipment.

ARTICLE 10 - WAGES AND BENEFITS

SECTION 1. CLASSIFICATION AND BASE HOURLY RATE

All employees covered by this Agreement shall be classified in accordance with the work performed and paid the hourly wage and fringe benefit rates applicable for those classifications as required by the applicable Schedule A.

SECTION 2. EMPLOYEE BENEFITS

A. The Contractors agree to pay on a timely basis contributions on behalf of all employees covered by this Agreement to those established jointly trusted employee benefit funds designated in Schedule A (in the appropriate Schedule A amounts).

B. The Contractors agree to be bound by the written terms of the legally established jointly trusted Trust Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Trust Funds but only with regard to Project Work done under this Agreement and only for those employees to whom this Agreement requires such benefit payments.

C. In consideration of the unions' waiver of their rights to withhold labor

from a contractor or subcontractor delinquent in the payment of fringe benefits contributions ("Delinquent Contractor"); to the extent permitted by law the Design Build Contractor agrees that where any such union and/or fringe benefit fund shall notify the Design Build Contractor and the Delinquent Contractor in writing with back-up documentation that the Delinquent Contractor has failed to make fringe benefit contributions to it as provided herein and the Delinquent Contractor shall fail, within ten (10) calendar days after receipt of such notice, to furnish either proof of such payment or notice that the amount claimed by the union and/or fringe benefit fund is in dispute, the Design Build Contractor shall withhold from amounts then or thereafter becoming due and payable to the Delinquent Contractor an amount equal to that portion of such payment due to the Delinquent Contractor that relates solely to the work performed by the Delinquent Contractor which the union or fringe benefit fund claims to be due it, and shall remit the amount when and so withheld to the fringe benefit fund and deduct such payment from the amounts then otherwise due and payable to the Delinquent Contractor, which payment shall, as between the Design Build Contractor and the Delinquent Contractor, be deemed a payment by the Design Build Contractor to the Delinquent Contractor. The union or its employee benefit funds shall include in its notification of delinquent payment of fringe benefits only such amount it asserts the Delinquent Contractor failed to pay on Project Work and the union or its employee benefit funds may not include in such notification any amount such Delinquent Contractor may have failed to pay on any other Department or Non-Department project.

D. Payment to a fringe benefit fund under this provision shall not relieve

the Design Build Contractor or Delinquent Contractor from responsibility for the work covered by the payment. Nothing contained herein shall create any obligation on the part of the Department to pay any union or fringe benefit fund, nor shall anything provided herein serve to create any relationship in contract or otherwise, implied or expressed, between the union/fund and/or fringe benefit and the Department.

ARTICLE 11. EMPLOYMENT OF VETERANS
SECTION 1. HELMETS TO HARDHATS

The Contractors and Unions desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment ("Center"), a joint Labor-Management Cooperation Trust, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section 186(c)(9), and a charitable tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties. The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans and members of the National Guard and Reserves interested in working on this Project and of apprenticeship and employment opportunities for this Project. To

the extent permitted by law, the Contractors and Unions will give credit to such veterans and members of the National Guard and Reserves for bona fide, provable past experience.

SECTION 2. CONTRIBUTIONS

(a) Each Contractor performing work on this Project shall contribute to the Center the amount of two cents (\$0.02) per hour for each hour worked by each individual employee covered by this Agreement. Payment shall be forwarded monthly to the Center in a form and manner to be determined by the Center's Trustees.

(b) The Center shall function in accordance with, and as provided in the Agreement and Declaration of Trust creating the fund, and any amendments thereto, and any other of its governing documents. Each Contractor performing work covered by this Agreement approves and consents to the appointment of the Trustees designated pursuant to the Trust Agreement establishing the Center and hereby adopts and agrees to be bound by the terms and provisions of the Trust Agreement.

(c) Contractors who fail to pay contributions or other payments owed to the Center within thirty (30) days of the date when such contributions or other payments are due shall be liable to the Trust for all costs of collection incurred by the Trust, including interest, attorneys' fees, court costs and penalties as may be assessed by the Trustees. The Trustees are empowered to initiate proceedings at law or equity, and to take any other lawful action necessary to collect contributions and all other payments due.

ARTICLE 12- HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS

SECTION 1. WORK WEEK AND WORK DAY

(a) The normal workday shall be eight (8) hours and the normal workweek shall be forty (40) hours, Monday through Friday. Regular work hours will be between 5:30 a.m. and 5:30 p.m. plus one-half ($\frac{1}{2}$) hour unpaid for lunch approximately mid-way through the shift, which may be changed by mutual agreement of the Union and the Contractor. The Design Build Contractor may arrange for multiple shifts outside of normal work hours. Saturday may be a make-up day on a voluntary basis for weather-related lost time only, with no less than eight (8) hours work opportunity if called in. Make-up days shall be paid as straight time unless otherwise required by law.

(b) If the Design Build Contractor and the Contractor determine that it would be beneficial to the Project, the Contractor may implement a four (4) ten-hour day workweek or a five (5) ten-hour day workweek (exclusive of one-half hour unpaid lunch approximately mid-way through the shift) after providing three (3) days' notice to the Union. Once established, a four-ten or five-ten workweek shall remain in effect for at least four (4 or 5) consecutive working days. Regular working hours during the four/ten workweek will be between 5:30 a.m. and 5:30 p.m., Monday through Friday. Saturday may be a make-up day on a voluntary basis for weather-related lost time only, with no less than ten (10) hours work opportunity if called in.

(c) A uniform starting time will be established for each craft or segment of the work. The Union(s) shall be informed of the work starting time set by the Contractor at the pre-job conference.

SECTION 2. OVERTIME

The need to work overtime will be determined by the Contractor. The Contractor will

determine the distribution of approved overtime work. All overtime hours shall be paid at the rate of one and one-half (1½) times the straight-time rate of pay. Employees shall be paid at the straight-time rate of pay for the: first eight (8) hours in a single day when working on a five (5) days x eight (8) hours schedule and at the overtime rate thereafter; or the first 10 hours worked per day in a four (4) days x ten (10) hours schedule and at the overtime rate thereafter. Any other type of alternative schedule shall be paid at the straight time rate for the first eight (8) hours per day and at the overtime rate for all hours after eight (8) hours. Work on Sundays and Holidays shall be paid at the overtime rate.

SECTION 3. HOLIDAYS

The recognized holidays shall be the day celebrated as such by the Federal Government for New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

SECTION 4. SHIFTS

The Unions will use their best efforts to provide sufficient manpower to work on multiple shifts if the Design Build Contractor or the Subcontractors determine that multiple shifts are necessary. Employees on a second shift shall receive eight (8) hours pay for a seven and one-half (½) hour shift. Employees on a third shift shall receive eight (8) hours pay for a seven (7) hour shift. The Contractor shall notify the Union with two (2) days' notice of the starting and quitting time of all second or third shifts in advance of initiation of said shifts.

SECTION 5. ACCOMMODATING OPERATIONAL NEEDS

If DDOT needs to restrict work to accommodate DDOT's operations, shift starting

times and duration may be adjusted to meet these needs and work shall be performed at the regular hourly rate. The Design Build Contractor will provide not less than three (3) days' notice to the Union(s) and affected work crews. The Unions and the employees agree that the employees will work the adjusted shifts. Where such shift adjustments are known at the time employees are requested from the hiring hall, the Contractor shall notify the dispatcher of the variable shifts requirement and the dispatcher will notify the workers being dispatched of the requirement.

SECTION 6. ABSENTEEISM

The parties agree that chronic and/or unexcused absenteeism is undesirable and must be controlled in accordance with procedures established by the applicable collective bargaining agreement. Any employee disciplined for absenteeism in accordance with such procedures shall be suspended from all work on the Project for not less than the maximum period permitted under the applicable collective bargaining agreement.

SECTION 7. BEGINNING AND END OF WORKDAY

Except as may be otherwise expressly provided by the applicable collective bargaining agreement, employment begins and ends at the Project site; employees shall be at their place of work at the starting time; and employees shall remain at their place of work until quitting time.

SECTION 8. REPORTING PAY

A. Employees who report to the work location pursuant to their regular schedule and who are not provided with work shall be paid two hours reporting pay at straight time rates. An employee whose work is terminated early by

a Contractor due to weather, power failure, fire or natural disaster or for similar circumstances beyond the Contractor's control, shall receive pay only for such time as is actually worked. In other instances in which an employee's work is terminated early (unless provided otherwise elsewhere in this Agreement), the employee shall be paid for his full shift.

B. When an employee who has completed his/her scheduled shift and left the Project Work site is "called out" to perform special work of a casual, incidental or irregular nature, the employee shall receive overtime pay at the rate of time and one-half of the employee's straight time rate for hours actually worked.

C. When an employee leaves the job or work location of his/her own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Section 7 below, he/she shall be paid only for the actual time worked.

D. Except as specifically set forth in this Article there shall be no premiums, bonuses, hazardous duty, high time or other special premium payments or reduction in shift hours of any kind.

E. There shall be no pay for time not actually worked except as specifically set forth in this Article.

SECTION 9. PAYMENT OF WAGES

Termination- Employees who are laid off or discharged for cause shall be paid in full for that which is due them at the time of termination. The Contractor shall also provide the employee with a written statement setting forth the date of lay off or discharge.

SECTION 10. EMERGENCY WORK SUSPENSION

A Contractor may, if considered necessary for the protection of life and/or safety of employees or others, or at the direction of a safety or security agency of the federal or District of Columbia government, suspend all or a portion of Project Work. In such instances, employees will be paid for actual time worked, except that when a Contractor requests that employees remain at the job site available for work, employees will be paid for that time at their hourly rate of pay.

SECTION 11. INJURY/DISABILITY

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

SECTION 12. TIME KEEPING

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

SECTION 13. MEAL PERIOD

A Contractor shall schedule an unpaid period of not more than 1/2 hour duration at the work location between the 3rd and 5th hour of the scheduled shift. A Contractor may, for efficiency of operation, establish a schedule which coordinates the meal periods of two or more crafts or which provides for staggered lunch periods within a craft or trade. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable

Schedule "A" collective bargaining agreement.

SECTION 14. BREAK PERIODS

There will be no non-working time established during working hours, provided, however, that individual coffee containers will be permitted at the employee's work location.

ARTICLE 13 – APPRENTICES

The Parties recognize the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry. The Parties further recognize that apprenticeship and training shall be offered consistent with the applicable signatory Union's collective bargaining agreement and consistent with the apprenticeship and training programs currently maintained by the Joint Apprenticeship and Training Committees sponsored by the Unions and their signatory contractors.

The Parties agree that, subject to any restrictions contained in applicable law, Contractor(s) will employ apprentices in the respective crafts which are performing work on the project, and within the jurisdiction of the craft in which those apprentices are working. The Parties further agree to a goal that apprentices will perform up to twenty-five percent (25%) of the total craft work hours unless the applicable Union's collective bargaining agreement provides for a greater percentage. The Unions agree to cooperate with the Contractor in furnishing apprentices as requested. Apprentices shall be properly supervised and paid in accordance with the applicable collective bargaining agreement.

The Contractors recognize the Unions' commitment to the community to use the

opportunities provided by the Project to identify and promote, through cooperative efforts, programs, procedures, and ways to assist interested disadvantaged and low-income individuals who have typically been underrepresented in the construction industry, in pursuing careers in the construction industry through apprenticeship programs. These efforts may include, for example, programs to prepare persons for entrance into formal apprenticeship programs such as pre-apprenticeship programs utilizing the Building Trades' Multi-Craft Core Curriculum, and outreach programs to the community describing opportunities available as a result of the Project. The Contractors agree to cooperate in such efforts.

ARTICLE 14-SAFETY PROTECTION OF PERSON AND PROPERTY
SECTION 1. SAFETY REQUIREMENTS

Each Contractor will ensure that applicable OSHA and safety requirements are at all times maintained on the Project Work site and the employees and Unions agree to cooperate fully with these efforts to the extent consistent with their rights and obligations under the law. Employees will cooperate with employer safety policies and will perform their work at all times in a safe manner and protect themselves and the property of the Contractor and Design Build Contractor from injury or harm, to the extent consistent with their rights and obligations under the law. Failure to do so will be grounds for discipline, including discharge. Nothing in this Agreement will make the Unions liable to any employees or to other persons in the event that injury or accident occurs.

SECTION 2. CONTRACTOR RULES

Employees covered by this Agreement shall at all times be bound by

the reasonable safety, security, and visitor rules as established by the Contractors and the Design Build Contractor for this Project Work. Such rules will be published and posted in conspicuous places throughout the Project Work sites. Any site security and access policies established by the Design Build Contractor intended for specific application to the construction workforce for Project Work shall be implemented only after notice to the Unions, except in emergency situations pursuant to Article 12, Section 10, and an opportunity for negotiation and resolution.

SECTION 3. INSPECTIONS

The Contractors and Design Build Contractor retain the right to inspect incoming shipments of equipment, apparatus, machinery, and construction materials of every kind; provided such inspections will not permit personal searches or search of personal property of employees covered by this Agreement.

ARTICLE 15 - NO DISCRIMINATION

SECTION 1. COOPERATIVE EFFORTS

In accordance with Title VII of the Civil Rights Act of 1964, as amended and the District of Columbia Human Rights Act of 1977 as amended, the Contractors and Unions agree that they will not discriminate against any employee or applicant for employment because of (actual or perceived) race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation or political affiliation or any other status provided by law, in any manner prohibited by law or regulation.

It is recognized that special procedures may be established by mutual consent

of the Contractors, Local Unions, the District Department of Employment Services and DDOT's Office of Civil Rights, for the training and employment of persons who have not previously qualified to be employed on construction projects of the type covered by this agreement. The parties to this Agreement shall assist in such programs and agree to use their best efforts to ensure that the goals for female and minority employment are met on this project.

SECTION 2. LANGUAGE OF AGREEMENT

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

ARTICLE 16- GENERAL TERMS

SECTION 1. PROJECT RULES

The Design Build Contractor and the Contractors shall establish such reasonable Project Work rules that are not inconsistent with this Agreement or rules common in the industry and are reasonably related to the nature of work. These rules will be explained at the pre-job conference and posted at the Project Work sites and may be amended thereafter as necessary. Notice of amendments will be provided to the appropriate Local Union. Failure of an employee to observe these rules and regulations shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of misconduct shall not be a defense to an employee disciplined or discharged for such misconduct when the action taken is for cause.

SECTION 2. TOOLS OF THE TRADE

The welding/cutting torch and chain fall are tools of the trade having

jurisdiction over the work performed. Employees using these tools shall perform any of the work of the trade. There shall be no restrictions on the emergency use of any tools or equipment by any qualified employee or on the use of any tools or equipment for the performance of work within the employee's jurisdiction.

SECTION 3. SUPERVISION

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

SECTION 4. TRAVEL ALLOWANCES

There shall be no payments for travel expenses, travel time, subsistence allowance or other such reimbursements or special pay except as expressly set forth in this Agreement.

SECTION 5. FULL WORK DAY

Employees shall be at their work area at the starting time established by the Contractor, provided they are allowed access to the work area. The signatories reaffirm their policy of a fair day's work for a fair day's wage.

SECTION 6. COOPERATION AND WAIVER

The Design Build Contractor, Contractors and the Unions will cooperate in seeking any Federal Highway Administration or any other government approvals that may be needed for implementation of any terms of this Agreement. In addition, CHOICE, on its own behalf and on behalf of the participating Local Unions and their individual members, intend the provisions of this Agreement to control to the greatest extent permitted by law, notwithstanding contrary provisions of any

applicable prevailing wage, or other, law and intend this Agreement to constitute a waiver of any such prevailing wage, or other, law to the greatest extent permissible only for work within the scope of this Agreement, including specifically, but not limited to those provisions relating to shift, night, and similar differentials and premiums. This Agreement does not constitute a waiver or modification of the prevailing wage schedules applicable to work not covered by this Agreement.

ARTICLE 17. FOUNDATION FOR FAIR CONTRACTING

(a) Each Contractor performing work under this Agreement shall be required to contribute to the Foundation for Fair Contracting – C.H.O.I.C.E. (“Foundation”), which is a Labor-Management Cooperation Committee established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Sec. 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Sec. 186(c)(9).

(b) Each Contractor performing work under this Agreement shall contribute to the Foundation the amount of twenty-five cents (\$0.25) per hour for each hour worked by each individual employee covered by this Agreement. Payment shall be forwarded monthly to Foundation in a form and manner determined by its Trustees.

(c) The Foundation shall function in accordance with the Agreement and Declaration of Trust creating the fund, any amendments thereto, and any other of its governing documents. Each Contractor performing work covered by this Agreement approves and consents to the appointment of the Trustees designated pursuant to the Trust Agreement establishing the Foundation and hereby adopts and agrees to be bound by the terms and provisions of the Trust Agreement.

(d) Contractors who fail to pay contributions or other payments owed to the Capital Region Foundation for Fair Contracting within thirty (30) days of the date when such contributions are due shall be liable to the Trust for all costs of collection incurred by the Trust, including interest, attorneys' fees, and court costs. The Trustees are empowered to take any lawful action necessary to collect contributions and all other payments due.

ARTICLE 18 - FUTURE CHANGES IN SCHEDULE "A" AREA CONTRACTS
SECTION 1. CHANGES TO AREA CONTRACTS

(a) Each collective bargaining agreement listed in Schedule "A" to this Agreement shall continue in full force and effect until the Contractor and/or Union parties to one of those the collective bargaining agreements notifies the Design Build Contractor of the hourly rate changes agreed to in that Area Collective Bargaining Agreement, which are applicable to work covered by this Agreement and their effective dates.

(b) It is agreed that any provisions negotiated into Schedule "A" collective bargaining agreements will not apply to work under this Agreement if such provisions are less favorable to those uniformly required of contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied on Project Work if it may be construed to apply exclusively, or predominantly, to work covered by this Agreement.

(c) Any disagreement between signatories to this Agreement over the incorporation into Schedule "A" collective bargaining agreement of provisions agreed upon in the renegotiation of Area Collective Bargaining Agreements shall be resolved in accordance with the procedure set forth in Article 8 of this Agreement.

SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS

The Unions agree that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity or other violations of Article 7 affecting the Project Work by any Local Union involved in the renegotiation of Area Local Collective Bargaining Agreements nor shall there be any lock-out on such Project Work affecting a Local Union during the course of such renegotiations. The Unions reserve all of their collective bargaining rights with respect to the negotiation of successor collective bargaining agreements.

ARTICLE 19. SAVINGS AND SEPARABILITY

SECTION 1. THIS AGREEMENT

The parties to this Agreement promise and covenant to comply with all federal and local laws, rules, executive orders and regulations applicable to the Project or the work performed on the Project. In the event that the application of this Agreement or any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of the law, the provision involved shall be rendered, temporarily or permanently, null and void but the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be illegal or void are wholly inseparable from the remaining portions of this Agreement. The Contractor and Union parties agree that if and when such an order is issued, the parties will promptly enter into negotiations concerning the substance affected by such order for the purpose of achieving conformity with the requirements of any applicable law and the intent of the parties hereto.

SECTION 2. NON-WAIVER

Nothing in this Article shall be construed as waiving the prohibitions of Article 7,

Work Stoppages and Lockouts, as to any Contractor or Union.

SECTION 3. APPLICABLE LAW

The laws of the District of Columbia shall govern the interpretation and enforcement of this Agreement, without giving effect to choice of law principles.

ARTICLE 20- DURATION OF AGREEMENT

It is understood that this Agreement, together with all of its provisions, shall remain in effect for all such Project Work until completion.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the _____ day of _____, 2014.

FOR C.H.O.I.C.E.

BY: Mark A. Coles 1-1-15
Mark A. Coles
Executive Director

FOR THE DISTRICT OF COLUMBIA

BY: Vincent C. Gray 1-1-15
Vincent C. Gray
Mayor of the District of Columbia

FOR DESIGN BUILD CONTRACTOR

BY: _____

Project Labor Agreement - - Letter of Assent

The undersigned party confirms that it agrees to be a party to and be bound by the Project Labor Agreement covering the South Capitol Street Corridor Project-Phase I ("Project"), as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms. The terms of the Project Labor Agreement, its Schedules, Addenda and Exhibits are hereby incorporated by reference herein.

The undersigned, as a Contractor or Subcontractor (hereinafter Contractor) on the Project, for and in consideration of the award to it of a contract to perform work on said Project, and in further consideration of the mutual promises made in the Project Labor Agreement, a copy of which was received and is acknowledged, hereby:

- (1) Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all schedules; amendments and supplements now existing or which are later made thereto.
- (2) Agrees to be bound by the legally established collective bargaining agreements and local trust agreements as set forth in the Project Labor Agreement and this Agreement but only to the extent of Project Work and as required by the PLA.
- (3) Authorizes the parties to such local trust agreements 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 but only to the extent of Project Work as required by the PLA.
- (4) Certifies that it has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of said Agreement. The Contractor agrees to employ labor that can work in harmony with all other labor on the Project and shall require labor harmony from every lower tier subcontractor it has engaged or may engage to work on the Project. Labor harmony disputes/issues shall be subject to the Labor Management Committee provisions.
- (5) Agrees to secure from any Contractor(s) (as defined in said Agreement) which is or becomes a Subcontractor (of any tier), to it, a duly executed Agreement to be Bound in from identical to this document.

Provide description of work; identify craft jurisdiction(s) and all contract numbers below:

Name of Contractor or subcontractor: _____

Authorized Officer & Title: _____

Address: _____

Phone: _____ Fax: _____

Contractors State License #: _____

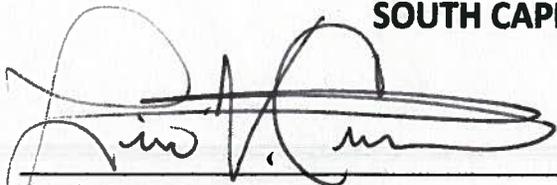
Entity your company is contracted with and address: _____

Sworn to before me this _____ day of _____, 20

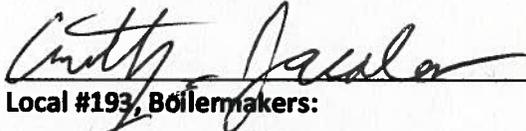
Dated: _____

Notary Public

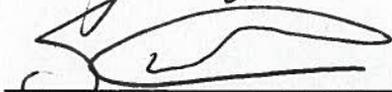
SOUTH CAPITOL STREET CORRIDOR



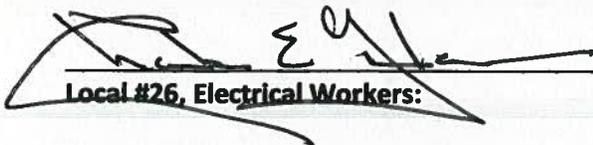
Local #24, Asbestos Workers:



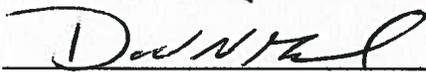
Local #193, Boilermakers:



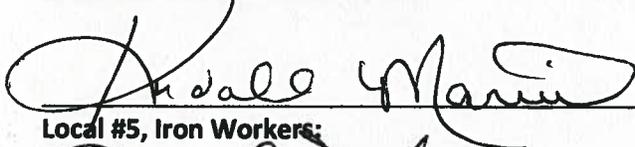
Local #1, Bricklayers and Allied Craft Workers:



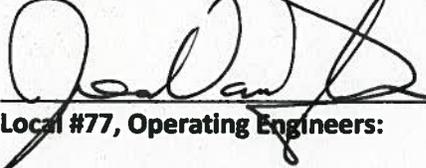
Local #26, Electrical Workers:



Local #10, Elevator Constructors:



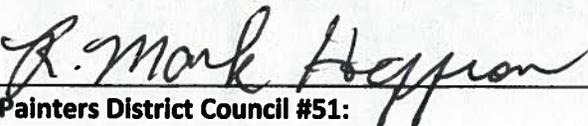
Local #5, Iron Workers:



Local #77, Operating Engineers:



Local # 891, Operative Plasterers & Cement Masons:



Painters District Council #51:



Local #5, Plumbers:



Local #201, Reinforced Rodmen:

Tom Reed

Local #100, Sheet Metal Workers:

Paul [unclear]

Local #669, Sprinkler Fitters:

Joseph C. Savina

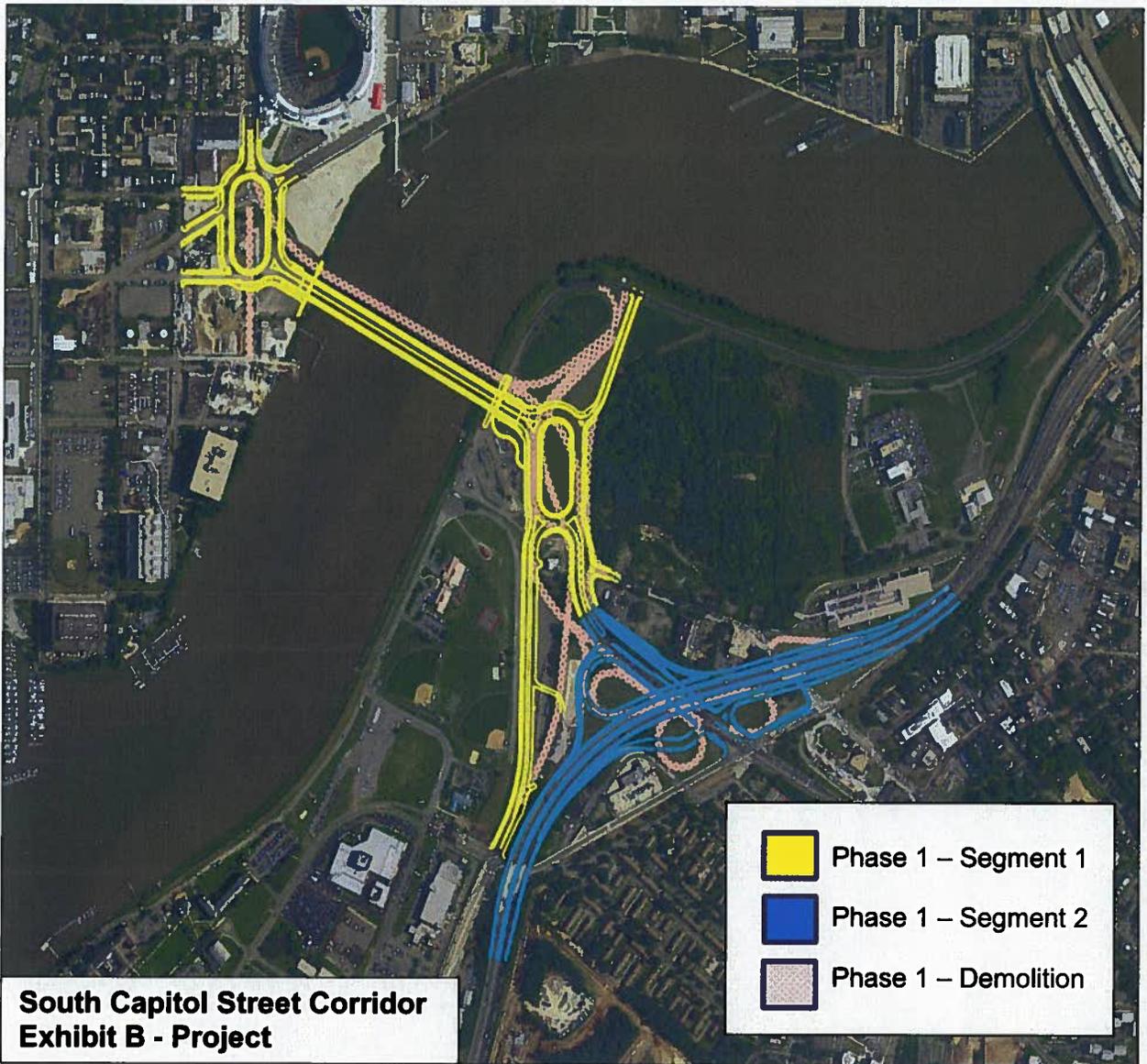
Local #602, Steamfitters:

Orlando A. Bonilla

Baltimore-Washington Laborers District Council:

R. P. [unclear]

United Brotherhood of Carpenters & Joiners:



**South Capitol Street Corridor
Exhibit C - Project Site**

