FRESNO, MADERA, KINGS & TULARE COUNTIES

BUILDING & CONSTRUCTION TRADES COUNCIL

COMMUNITY HEALTH SYSTEMS
DOWNTOWN CAMPUS
PROJECT LABOR AGREEMENT
PROJECT LABOR AGREEMENT

This Agreement is entered into this _____________ day of _____________ 2001, by and between THE CLARK CONSTRUCTION GROUP, INC., ("Project Contractor") and the FRESNO, MADERA, KINGS and TULARE COUNTIES BUILDING TRADES COUNCIL, ASBESTOS WORKERS LOCAL #16, BRICKLAYERS AND ALLIED CRAFTS LOCAL #3, CARPENTERS LOCAL #701, IBEW LOCAL #100, GLAZIERS & GLASSWORKERS LOCAL #169, IRONWORKERS LOCAL #155, LABORERS & HOD CARRIERS LOCAL #294, LATHERS LOCAL #83, MILLWRIGHTS LOCAL #102, OPERATING ENGINEERS LOCAL #3, PLASTERERS AND CEMENT MASON LOCAL #188, PAINTERS & FLOOR COVERERS LOCAL #294, PLUMBERS LOCAL #246, ROOFERS & WATERPROOFERS LOCAL #27, SHEET METAL WORKERS LOCAL #162, SPRINKLER FITTERS LOCAL #669, and TEAMSTERS LOCAL #431, acting on their own behalf and on behalf of their respective affiliates and members whose names are subscribed hereto and who have, through their duly authorized officers, executed this Agreement, (hereinafter collectively called the "Union" or "Unions"), with respect to the construction of the Community Health Systems Downtown Campus Project ("Project").

The term “Contractor” or “Contractors” shall include all construction contractors and subcontractors of whatever tier engaged in onsite construction work within the scope of this Agreement, unless excluded by Article II, Section 5, including the Project Contractor when it performs construction work within the scope of this Agreement. Where specific reference to The Clark Construction Group, Inc., alone is intended, the term “Project Contractor” is used.
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The Unions, the Project Contractor and all signatory Contractors agree to abide by the terms and conditions contained in this Agreement. This Agreement is a stand-alone agreement that represents the complete understanding of the parties.

ARTICLE I
PURPOSE

The parties to this Project Labor Agreement acknowledge that the construction of this Project is important to the development of primary health services for the benefit of the Fresno metropolitan community. The parties recognize the need for the timely completion of this Project without interruption or delay. This Agreement is intended to enhance this cooperative effort through the establishment of a framework for labor-management cooperation and stability.

The Contractors and the Unions agree that the timely construction of this Project will require substantial numbers of employees from construction and supporting crafts possessing skills and qualifications that are vital to its completion. They will work together to furnish skilled, efficient craft workers for the construction of this Project.

Further, the parties desire to mutually establish and stabilize wages, hours and working conditions for the craft workers on this construction project. They further desire 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.

Therefore, in recognition of the special needs of this Project and to maintain a spirit of harmony, labor-management peace and stability during the term of this Agreement, the parties
agree to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances that may arise. Further, the Contractors and all contractors of whatever tier, agree not to engage in any lockout, and the Unions agree not to engage in any strike, slow-down, walkout, sit down, stay in, boycott, sympathy strike, picketing, informational picketing, interruption or other disruption of or interference with the work covered by this Agreement.

ARTICLE II
SCOPE OF AGREEMENT

Section 1. This Project Agreement shall apply and is limited to the recognized and accepted historical definition of new construction work and major remodeling work under the direction of and performed by the Contractors, of whatever tier, which may include the Project Contractor, who have contracts awarded for such work on the Project. Such work shall include site preparation work and dedicated off-site work.

The Project is defined as those components of the Community Health Systems Downtown Campus set forth in Attachment A to this Project Agreement, but only to the extent that Owner awards such component or components to Project Contractor.

It is agreed that except for work specifically exempted from this Agreement pursuant to Article II, Section 5 hereinbelow, the Project Contractor shall require all Contractors of whatever tier who have been awarded contracts for work covered by this Agreement to accept and be bound by the terms and conditions of this Project Agreement by executing a Letter of
Assent (Attachment B) prior to commencing work. The Project Contractor shall assure compliance with this Agreement by the Contractors. It is further agreed that the terms and conditions of this Project Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements. It is understood that this is a self-contained, stand alone agreement and that by virtue of having become bound to this Project Agreement, neither the Project Contractor or the Contractors will be obligated to sign any other local, area, or national agreement.

Section 2. Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation, work or function, which may occur at Project site or be associated with the development of the Project.

Section 3. This Agreement shall only be binding on the signatory parties hereto and shall not apply to their parents, affiliates or subsidiaries.

Section 4. The Owner and/or the Project Contractor have the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or non-existence of any agreements between such bidder and any party to this Agreement; provided, however, only that such bidder is willing, ready and able to become a party to and comply with this Project Agreement, should it be designated the successful bidder.

Section 5. The following is specifically excluded from the scope of this Agreement:

(a) Work of non-manual employees, including but not limited to,
superintendents, supervisors, staff engineers, field layout 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, community relations or public affairs, environmental compliance, supervisory and management employees.

(b) Equipment and machinery owned or controlled and operated by the Owner.

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

(d) All employees of the design team or any other consultant of the Owner for specialty inspection testing, architectural/engineering design, project and construction management and other professional services.

(e) Any work performed on or near, leading to, or onto the site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their contractors; or by private or public utilities or their contractors; and/or by the Owner or its contractors (for work which is not part of the scope of this Agreement).

(f) Work by employees of a manufacturer or vendor necessary to start-up,
test and commission the work or to maintain such manufacturer's or vendors warranty or guarantee, excluding any start-up assistance that is required.

(g) Laboratory for specialty testing or inspections not ordinarily done by the signatory local unions.

(h) Non-construction support services contracted by the Owner or Project Contractor in connection with this Project.

(i) All work by employees of the Owner.

(j) If the Union cannot provide three MBE/WBE contractors, the Owner and/or Contractor may award work to MBE/WBE qualified contractors in their absolute discretion; provided, however, that the total cost of all contracts awarded pursuant to this exclusion shall not exceed five percent (5%) of the overall cost of the Downtown Campus project components described in Attachment A hereto, and provided further that payment of the equivalent of the relevant craft's standard wage package must be a condition of the award of such work.

(k) Work in trades for which the Owner and/or Project Contractor in their absolute discretion conclude (a) there is a lack of qualified, responsive union signatory contractors and/or (b) the most qualified, responsive contractor is not signatory to a union labor agreement; provided, however, that the total cost of all contracts awarded pursuant to this exclusion shall not exceed twenty percent (20%) of the overall cost of the Downtown Campus project components that are awarded to Project...
Contractor, as described in Attachment A hereto and provided further that payment of the equivalent of the relevant craft’s standard wage package must be a condition of the award of such work. Contractor will make available at reasonable times for inspection by Union, payroll and other records of Contractors awarded work pursuant to this paragraph sufficient for Union to monitor compliance with the requirement that the equivalent of the relevant craft’s standard wage package has been paid.

(l) Installation of furniture, fixtures and equipment including, without limitation: furniture, office equipment and operational equipment purchased by or for Owner, concessionaires, tenants, and operators; televisions, stereos, VCR’s and otherwise loose audio/visual equipment; maintenance and groundskeeping equipment; free standing trash receptacles; telephone system equipment; loading dock equipment; trash compactors; data and communications systems; automated teller machines; concessionaire and merchandise point of sale (“POS”) system and equipment;

(m) Work undertaken on the project site by state, county, city or other governmental bodies, or their contractors; or by private or public utilities, or their contractors; or by private or public utilities, or their contractors to demolish, remove or abandon any above or below grade structures, utilities, or obstruction, including any excavation, grading, clearing and grubbing to prepare the site for the Project. It is
acknowledged that the work described in this subparagraph may be performed prior to, or concurrent with, the activities of Project Contractor.

(n) Work undertaken on the Project site to perform environmental remediation by or on behalf of state, county, city or other governmental bodies, prior or current landowners, or any other entities required to remediate subsurface hazardous materials. It is acknowledged that the work described in this subparagraph may be performed prior to, concurrent with, or after the activities of Project Contractor.

(o) Work undertaken on the Project site by or on behalf of state, county, city or other governmental bodies, to complete the infrastructure work, including street and sidewalk improvements. It is acknowledged that the work described in this subparagraph may be performed prior to, concurrent with, or after the activities of Project Contractor.

(p) Work performed prior to the effective date of this Project Agreement.

Section 6. It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time.

Section 7. It is understood that the liability of any employer 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 employer status between or among the Owner, Contractors or any employer.

ARTICLE III
UNION RECOGNITION
Section 1. The Contractors recognize the Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this Agreement.

ARTICLE IV
MANAGEMENT'S RIGHTS

The Project Contractor and Contractors of whatever tier retain full and exclusive authority for the management of their operations. Except as otherwise limited by the terms of this Agreement, the Contractors shall direct their working forces at their prerogative, including, but not limited to hiring, promotion, transfer, lay-off or discharge for just cause. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Contractors shall utilize the most efficient method or techniques of construction, tools, or other labor saving devices. There shall be no limitations upon the choice of materials or design, nor shall there be any limit on production by workers or restrictions on the full use of tools or equipment. There shall be no restriction, other than may be required by safety regulations, on the number of employees assigned to any crew or to any service.

ARTICLE V
REFERRAL OF EMPLOYEES

Section 1. The Contractors agree to recognize and be bound by the legal referral facilities maintained by the Unions and shall notify the appropriate Union either in writing or by telephone when workers are required.

Section 2. Selection of applicants for referral to jobs shall be on a non-discriminatory
basis and shall not be based on, or in any way affected by, union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of union membership, policies or requirements. There shall be no discrimination against any employee or applicant for employment because of his or her membership or non-membership in the union or based upon the race, creed, color, sex, age or national origin of such employee or applicant.

Section 3. In the event the referral facilities maintained by the Unions are unable to fill the requisition of the Contractors for employees within a forty-eight (48) hour period after such requisition is made (Saturdays, Sundays, and holidays excluded), applicants for such requisition may be employed from any source.

Section 4. The selection and number of Foremen and/or General Foremen shall be the responsibility of the Contractor, it being understood that in the selection of such employees the Contractor will give first consideration to the qualified workers available in the local area. Foremen and/or General Foremen shall take orders from supervisors designated by the Contractor. Foremen and/or General Foremen will not absent themselves from the area where their crews are working unless their presence is required elsewhere, and shall be held responsible for all work performed by employees under their supervision. The Contractor may require Foremen to be working employees.

Section 5. In cases of employment positions requiring special skills or qualifications, the Contractor will notify the Union of the qualification tests or skills required, and the Union may refer any qualified applicant. The Contractors shall be the sole judge of all applicant’s qualifications.

Section 6. Intentionally Omitted.

Section 7. The Unions shall not refer employees employed at the Project site by any
Contractor to other employment, nor shall the Unions engage in other activities that encourage work force turnover or absenteeism.

Section 8. Employees who are terminated for cause may not be eligible for re-employment at the Project.

Section 9. An employee or applicant required to satisfactorily demonstrate his or her ability to perform certain tasks through an examination or test (e.g., welding tests), shall be paid for the time required to take the exam or test.

Section 10. No Contractor shall be required to pay wages or fringe benefits for the time necessary to complete initial drug testing of referrals when applicant or referral fails test.

Section 11. In the event that a signatory Local Union does not have a job referral system as set forth in this Article, the Contractor shall give the Union equal opportunity to refer applicants. The Contractor shall notify the Union of employees hired from any source other than referral by the Union.

ARTICLE VI
APPRENTICES / TRAINEES / HELPERS/SUB-JOURNEYMEN

Section 1. Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in construction industry, the Contractors will employ apprentices and sub-journeymen in their respective crafts to perform such work as is within their capabilities and which is customarily performed by their craft.

Section 2. There shall be no restrictions on the utilization of apprentices and/or sub-journeymen. They shall be assigned by the Contractors to perform any work which is performed by his craft and which is within his capability.

Section 3. Subject to the JATC standards of each craft, apprentices and/or sub-
journeymen may comprise up to thirty-three percent (33%) of each craft's work force at any time and the composition of this ratio will be at the Contractor's discretion.

Section 4. Except as provided herein, the apprentice provisions contained in the local union agreements shall be applicable to the Project Agreement.

ARTICLE VII
WAGES AND BENEFIT SCHEDULE 1

Section 1. All employees covered by this Agreement shall be classified, and paid in accordance with each craft's local collective bargaining agreement, as amended from time to time. Only those wage and benefit packages identified in said local collective bargaining agreements will be recognized.

Section 2. The Contractors hereby adopt and agree to be bound by the written terms of the legally established trust agreements specifying the detailed basis on which payments are to be made into, and payments made out of, such appropriately qualified employee fringe benefit finds established by such local agreements. The Contractors authorize the parties to such trust agreements to appoint Trustees and successor Trustees to administer the trust finds and hereby ratify and accept the Trustees so appointed as if made by the Contractor.

It is not a violation of this Agreement for a Union to withhold labor after ten (10) days written notification to the Project Contractor and the affected Contractor, in the event that said Contractor is delinquent in the payment of wages and/or the prescribed contributions to the trust fund established in the applicable collective bargaining agreement for work performed on the Project; provided, however, that the Union has given the Contractor an opportunity to cure the default during the ten (10) day notification period. In such case, the Union will not picket the Project site. Any Union withholding labor pursuant to this Section will immediately
provide the Project Contractor written notice of such action. For those Contractors who have not been required by the Project Contractor to post a payment and performance bond, a Union may require, at the Union’s sole discretion, that the Contractor post a payment bond not to exceed $5,000.00 before the Union dispatches any journeymen or apprentices to said Contractor.

Section 3. Wages due shall be paid to all employees weekly, not later than Friday, and not more than five (5) day’s wage may be withheld and shall be paid before the end of the shift. Payment may be made by check.

Section 4. When an employee is discharged he/she shall be paid wages due immediately. If an employee is absent from work on the day of termination, a telegram advising of termination will be sent to his/her mailing address and no reporting pay will be required. If an employee voluntarily leaves his/her contractor, he/she shall be paid the wages due him/her on payday or by certified mail, postmarked within seventy-two (72) hours of termination (whichever is sooner). In either case, the amount due the employee on the day of termination shall be hours actually worked.

ARTICLE VIII
WORK RULES

Section 1. There shall be no limit on production by workers nor restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trade.

Section 2. The Contractor will have the right to determine crew sizes including partial crews during inclement weather.

Section 3. Security procedures for control of tools, equipment and materials are the responsibility of Contractors.

Section 4. Employees shall comply with check-in, brassing, or other systems of
recording time on the project.

Section 5. Workers shall be at their place of work at the starting time and shall remain at their place of work (as designated by the Contractors) performing their assigned functions until quitting time. The place of work shall be defined as the gang or toolbox or equipment at the employee's assigned work location. Where parking is not available in close proximity to work, employees will be at assigned work area at start time and allowed ten (10) minutes to put away tools and return to their vehicles prior to quitting time.

Section 6. Intentionally omitted.

Section 7. It is understood by the Contractors and agreed to by the Unions, that the employees of each Contractor will perform the work requested by the Contractor without having any concern or interference with any other work performed by any employees of the Owner or others not covered by this Agreement.

Section 8. There shall be no interference with vendor or supplier deliveries of equipment, apparatus, machinery and/or construction materials to the job site since such deliveries shall not fall under this Agreement.

Section 9. Each Contractor will furnish facilities for storage of tools and adequate sanitary facilities. However, Contractors will only incur liability for loss, theft or damage to personal tools left in tool storage provided by the Contractors.

Employees bringing their personal tools to the job will have such tools inventoried, witnessed and signed by the employee and employer. The Contractors have the right to take any reasonable action deemed necessary to control tools losses, including electronic devices.

Section 10. The Contractors and Unions recognize the necessity for promoting efficiency, good quality, quantity, and agree that no rules, customs or practices shall be
permitted that limit production or increase time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform, nor shall there by any restrictions against the use of any kind of machinery, tools or labor saving devices.

ARTICLE IX
WORK STOPPAGES AND LOCKOUTS

Section 1. During the term of this Agreement there shall be no strike, slow-down, walkout, sit down, stay in, boycott, sympathy strike, picketing, informational picketing, interruption or other disruption of or interference with the Project for any reason by the Unions, their applicable local unions or by any employee, and there shall be no lockout by the Contractors. Failure of any Union, local union or employee to cross any picket line established at the Project site is a violation of this Article.

Section 2. The Unions and their applicable local unions shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities, which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than ninety (90) days.

Section 3. Neither the Unions nor their applicable local unions shall be liable for acts of employees for which it has no responsibility. The International Union General President or Presidents will immediately instruct, order and use the best efforts of his office to cause the Local Union or Unions to cease any violations of this Article. An International Union complying with this obligation shall not be liable for unauthorized acts of its Local Union.
The principal officer or officers of a Local Union will immediately instruct order and use the best efforts of his office to cause the employees the Local Union represents to cease any violations of the Article. A Local Union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instances shall not be deemed a waiver of its right in any other instance.

Section 4. Intentionally omitted.

Section 5. Any Union or Local Union which initiates or participates in a work stoppage in violation of this Article, or which recognizes or supports the work stoppage of another Union or local union which is in violation of this Article shall be liable to the Contractors and the Project Owner for any and all losses sustained by them, and each of them, as a result of said violation.

Section 6. In lieu of, or in addition to, any other action at law or equity, any party may institute the following procedure when a breach of this Article or of Article XI is alleged, after the Union(s) and/or Local Union(s) has been notified of the fact.

(a) The party invoking this procedure shall notify Jerry McKay ("Arbitrator"), who the parties agree shall be the permanent arbitrator under this procedure. In the event that the Arbitrator is unavailable at any time, he shall appoint his alternate. If he refuses to do so, either party may apply to the Federal Mediation & Conciliation Service for the making of such an appointment. Notice to the Arbitrator shall be by the most expeditious means available, with notice by facsimile, telegram or any other effective written means, to the party alleged to be in violation and the involved International Union President and/or Local Union.

(b) Upon receipt of said notice, the Arbitrator named above shall set and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists.
(c) The Arbitrator shall notify the parties by facsimile, telegram or any other effective written means, of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of this Article or Article XI has in fact occurred. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article or Article XI, and such Award shall be served on all parties by hand or registered mail upon issuance.

(e) Such Award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to here in above in the following manner. Facsimile or expedited mail or personal service of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator’s Award as issued under Section 6 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 last known address or by registered mail.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance therewith, are hereby waived by parties to whom they accrue.
(g) The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.

(h) If the Arbitrator determines that a work stoppage has occurred in accordance with Section 6(d) above, the Union(s) and its applicable Local Union shall, within eight (8) hours of receipt of the Award, direct all of the employees they represent on the Project to immediately return to work. If the trade involved does not return to work by the beginning of the next regularly scheduled shift following receipt of the Arbitrator’s Award, then the Union and/or the Local Union shall be liable as liquidated damages and not as a penalty, the sum of Ten Thousand Dollars ($10,000.00) per shift for each shift not worked. The Arbitrator shall retain jurisdiction to determine compliance with this section and Section 3 of this Article.

Section 7. The procedures contained in Sections 6 through 6(h) shall be applicable to alleged violations of this Article and Article XI. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation or mitigation of any violation of this Article, shall be resolved under the grievance adjudication procedures of Article X.

ARTICLE X
DISPUTES AND GRIEVANCES

Section 1. This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

Section 2. The Contractors, Unions, and the 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 grievance-arbitration provisions set forth in this Article.

Section 3. Any question or dispute arising out of and during the term of this Project Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) 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. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. 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.

(b) Should a local union(s) or the Project Contractor or any Contractor(s) have a dispute with the other party and, if after conferring, a settlement is not reached within three
(3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

**Step 2.** The Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. The Contractor shall keep meeting minutes. 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 thereafter.

**Step 3.** (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally be the Contractor(s) and the involved local 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 to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

**Section 4.** The Project Contractor and Owner shall be notified of all action at Steps 2
and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

**ARTICLE XI**

**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 slow-down 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 Project Contractor and the Owner will be advised in advance of all such conferences and may participate if they
Section 5. There shall be periodic progress meetings with the Project Contractor, Owner and Contractors (as deemed appropriate by the Project Contractor) to ensure a quality project.

ARTICLE XII
UNION SECURITY

Section 1. All employees covered by this Agreement now in the employ of the Contractors shall remain members in the appropriate Union during the term of this Agreement, and all workers hereinafter employed by the Contractors shall become members of the appropriate Union seven (7) days after the date of their employment and shall remain members of said Union during the term of this Agreement. (This clause shall be applied only to the extent permitted by law.)

Section 2. A Contractor shall not discharge any employee for non-membership in the Union: (a) if there are reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members, or (b) if there are reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

ARTICLE XIII
UNION REPRESENTATION

Section 1. Authorized representatives of the Unions and their local unions shall have access to the Project, provided they do not interfere with the work of the employees and further provided that such representatives fully comply with the visitor and security rules established for the Project.
Section 2. Each Union, which is a party to this Agreement, or its applicable local union, shall have the right to designate a working journeyman as a Steward. Such designated Steward shall be a qualified worker performing the work of that craft and shall not exercise any supervisory functions. Each Steward shall be concerned with the employees of his or her own employer and not with the employees of any other employer.

Section 3. Where the Owner’s personnel may be working on the Project in close proximity to the construction activities, the Unions agree that Union representatives, stewards, and individual workmen will not interfere in any manner with the Owner’s personnel or with the work which is being performed by the Owner’s personnel.

ARTICLE XIV
HOURS OF WORK, ETC.

Section 1. Hours of Work: The workweek will start on Monday and conclude on Sunday. Eight (8) consecutive hours per day shall constitute a standard work day with starting time between 7:00 A.M. and 8:00 A.M., with one-half(1/2) hour designated for an unpaid lunch period. Hours of work can be changed with notification to the Building Trades Office. Employees shall be at their place of work for a full eight (8) hours each day. Forty (40) hours per week, Monday through Friday, shall constitute a regular week. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week. The unpaid lunch will be scheduled by the fifth hour of work.

Section 2. Reporting Provisions: When an employee or new hire reports to work for his/her regular or assigned shift and is not given the opportunity to work because work was not available, and he or she was not notified before the completion of his or her previous day’s work, he or she shall be paid two (2) hours reporting time and shall remain on the job.
site two (2) hours, if required by the Contractor. Remaining at the job site shall not be considered as start-to work under the provisions of Section 3.

Section 3. When employees start to work, they shall be paid not less than four (4) hours and if they work beyond four (4) hours, they shall be paid a full day's pay.

Section 4. Reporting provisions for inclement weather will be paid in accordance with approved provisions existing in each respective Local and/or National Agreement, but not to exceed two (2) hours unless released earlier by the Contractor. After the first two (2) hours, the employee will be paid for the actual time worked. If any employee refuses to start work or if any employee stops work of his/her own volition, the minimum set forth herein shall not apply. It shall be the Contractor's prerogative whether or not to stop work.

Section 5. Should an emergency such as a civil disturbance or similar incident occur wherein the Owner or Contractors deem it necessary to shutdown any work to avoid possible danger to human life, in such cases, employees shall be compensated for the actual time worked. Should an employee, during such circumstances be requested to remain at a specific location and be available for work, he or she shall be compensated for such time.

Section 6. Overtime Provisions: All time worked before or after the established work day of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid for at the rate of time and one-half. All work performed on Sundays and holidays shall be paid the overtime rate as stated in the applicable Local or National Agreement but not to exceed double time. Any work performed after the fifth hour without a 1/2 hour break for lunch, will be paid at the rate of 1 1/2 times the regular hourly rate until time is allowed for a
Section 7. Shift Provisions: Shift work may be performed at the option of the Contractor(s) upon three (3) days' prior notice to the Union, unless a shorter notice period is provided in the applicable local collective bargaining agreement, 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 (1/2) hour non-paid lunch period. Any third shift shall consist of seven (7) hours of continuous work exclusive of one-half (1/2) hour non-paid lunch period for eight (8) hours straight time pay.

The last shift starting on or before 6:00 p.m. Friday shall be considered Friday work time; while the first shift ending at or after 6:00 a.m. on Monday shall be considered Monday work time. The shift starting at or after 6:00 am is designated as the first shift, with the second shift following. Pay for the second shift shall be at the employee's base wage rate for first shift, plus the second shift differential, if any, established in the applicable local collective bargaining agreement.

Section 8. Nothing herein shall preclude a Contractor from establishing a separate concurrent, single shift under separate supervision for any portion of work while a two shift operation is in effect. The parties acknowledge the construction of the Project poses unique work scheduling issues, including a possible requirement for continuous work 24 hours per day, seven days a week. The parties agree to establish, in good faith, hours of work provisions to assure uninterrupted work on the Project.
Section 9. The following ten (10) days shall constitute recognized holidays within the terms of this Agreement:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- July 4
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

If any of the above holidays fall on Sunday, Monday will be observed as the holiday.

If any of the above holidays fall on a Saturday, then Friday will be observed as the holiday.

There shall be no paid holiday unless worked.

ARTICLE XV
OPTIONAL HOURS OF WORK, FOUR TEN WEEK

Section 1. Work Day

Ten (10) hours per day exclusive of one-half (1/2) hour lunch period shall constitute a standard work day between the hours 6:00 AM and 6:00 PM. A ten (10) hour work week shall consist of Monday thru Thursday. The Contractor shall designate the starting time for the standard workday within the hours established above.

Section 2. Work Week

The optional workweek shall be four (4) ten (10) hour workdays Monday thru Thursday as established by the Contractor. Forty (40) hours per week shall constitute a standard work week. Nothing herein shall be constituted as guaranteeing any employee forty (40) hours of work per week.

Section 3. Shift Work

Shifts may be established in accordance with job requirements as determined by the
Contractor, Such shifts must be established for a minimum of four (4) working days to qualify as recognized shift work. When two shifts are worked, the first will be the normal ten (10) hour day. The second shift will work a nine and one-half (9 1/2) hour day excluding a one-half hour lunch period and shall be paid the equivalent of a ten (10) hour work day at the employee's basic hourly rate. A third ten (10) hour shift is not recognized under this Agreement.

Section 4. Overtime:

The Employer shall determine the utilization of overtime and the distribution thereof. Employees who work overtime will receive 1-1/2 times their regular rate of pay for the first 2 hours worked in excess of ten (10) and double time after twelve (12) hours per day for four (4) day standard work weeks respectively. Friday and Saturday, if worked, will be paid at 1-1/2 times employee's regular rate for the first two (2) hours of overtime and double time after twelve (12) hours. Sunday and Holidays, if worked, will be paid at double the regular rate. There shall be no pyramiding of daily and weekly overtime work of overtime pay or compounding of premium pay.

ARTICLE XVI
SUBCONTRACTING

The Project Contractor agrees that neither it nor any of its contractors or subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement.
ARTICLE XVII
SAFETY AND HEALTH

Section 1. Employees must use diligent care to perform their work in a safe manner and to protect themselves and the property of their employer. Failure to do so may result in immediate dismissal.

Section 2. In order to protect the safety and health of employees, all parties agree to comply with the applicable provisions of state and federal laws and regulations relating to job safety, health and safe work practices, as well as those specific Project safety rules published by the Project Contractor.

Section 3. The use, sale, transfer, purchase and/or possession of a controlled substance or alcohol, or being under the influence of a controlled substance or alcohol while on the Owner's premises or during the workday is prohibited. Accordingly, at the discretion of the Owner, the Contractor may institute a reasonable substance abuse policy, which may include pre-hire, reasonable cause, and post-accident testing. No wages or fringe benefits shall be paid for the time necessary to undertake the initial drug testing of referrals if applicant or referral fails said drug test.

Section 4. It shall be the exclusive responsibility of each Contractor to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Contractor. Nothing in this Agreement will make the Union or any of its Local Unions liable to any employees or to other persons in the event that injury or accident occurs.

Section 5. Employees shall be bound by the safety, security and visitor rules and environmental compliance requirements established by the Project Contractor, Contractor, or the Owner. These rules will be published and posted in conspicuous places throughout the
work site. An employee's failure to satisfy his obligations under this Section will subject him to discipline, including discharge.

ARTICLE XVIII
GENERAL SAVINGS CLAUSE

If any Article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the Federal or any State government, the Project Contractor and the Unions shall suspend the operation of such Article or provision during the period of its invalidity and shall substitute by mutual consent, in its place and stead, an Article or provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the Article or provision in question. Any final determination that any provision of this Agreement violates any law or is otherwise not binding and enforceable, shall have no effect on the validity of the remaining provisions of this Agreement.

ARTICLE XIX
TERM OF AGREEMENT

This Agreement shall be effective as of the 28 day of February, 2001, and shall remain in full force and effect during the entire period of the Project construction described hereinabove or until ________________, whichever occurs later; provided, however, that Owner shall have the absolute right to terminate this Agreement if, at any time, any court of competent jurisdiction issues any order which Owner in its sole discretion determines could delay the bidding, awarding, and/or construction of the Project. Owner's right to terminate under this Section shall be exercised by delivering written notice of such termination to all signatures to this Agreement.
This Agreement may be amended or supplemented only by the mutual consent of the parties hereto, reduced to writing and duly signed by each.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed this 28th day of February, 2001.

PROJECT CONTRACTOR
By: [Signature]

FRESNO, MADERA, KINGS and TULARE COUNTIES BUILDING TRADES COUNCIL
By: Fred March
Executive Secretary

ASBESTOS WORKERS LOCAL #16
By: Chris Gray
Business Manager

BRICKLAYERS & ALLIED CRAFTS LOCAL #3
By: James A. [Signature]
Business Manager

CARPENTERS LOCAL #701
By: [Signature]
Business Manager

IBEW LOCAL #100
By: [Signature]
GLAZIERS & GLASSWORKERS LOCAL #169

By: Pat Bruce

Business Manager

IRONWORKERS LOCAL #155

By: Jack D. Cato

Business Manager

LABORERS & HOD CARRIERS LOCAL #294

By: Mike Mason

Business Manager

LATHERS LOCAL #83

By: ...T...

Business Manager

MILLWRIGHTS LOCAL #102

By: ...T...

Business Manager

OPERATING ENGINEERS LOCAL #3

By: Mike Baron

Business Manager

PLASTERERS & CEMENT MASONS LOCAL #300, DISTRICT COUNCIL
PAINTERS & FLOOR COVERERS LOCAL #294

By: [Signature]
Business Manager

PLUMBERS LOCAL #246

By: [Signature]
Business Manager

ROOFERS & WATERPROOFERS LOCAL #27

By: [Signature]
Business Manager

SHEET METAL WORKERS LOCAL #162

By: [Signature]
Business Manager

SPRINKLER FITTERS LOCAL #669

By: [Signature]
Business Manager

TEAMSTERS LOCAL #431

By: [Signature]
Business Manager
PAINTERS & FLOOR COVERERS LOCAL #294

By: ________________________________
   Business Manager

PLUMBERS LOCAL #246

By: ________________________________
   Business Manager

ROOFERS & WATERPROOFERS LOCAL #27

By: ________________________________
   Business Manager

SHEET METAL WORKERS LOCAL #162

By: ________________________________
   Business Manager

SPRINKLER FITTERS LOCAL #669

By: ________________________________
   Business Manager

TEAMSTERS LOCAL #431

By: ________________________________
   Business Manager
ATTACHMENT A

PROJECT COMPONENTS

1. Trauma Stack (first priority component. Subject to Owner's election to design-build) (to be divided into two (2) bid packages, one of which shall be for the shell and core of the Trauma Stack, and the other of which shall be for the tenant improvements within the Trauma Stack).

2. Central Plant (first priority component. Subject to Owner's election to design-build)

3. Parking Structure (first priority component. Subject to Owner's election to design-build)

4. Sitework (first priority component)

While it is recognized that the following components are not subject to the current Agreement, should any or all of them be awarded to Contractor by Owner, then they shall become subject to this Agreement:

5. Five-story Building Remodel (second priority component)

6. Ten-story Building Remodel (second priority component)

7. Clinic (second priority component)

8. U.C. Building (second priority component)

9. Student Housing (second priority component)

10. Medical Offices (second priority component)

11. Extended Stay Hotel (second priority component)

12. Administrative Offices (second priority component)

13. Off-Site Daycare Facilities (second priority component)

14. Fitness Center (second priority component)
ATTACHMENT B
LETTER OF ASSENT

All contractors of whatever tier (except those construction contractors who have directly signed the Agreement) shall execute the following Letter of Assent prior to commencing work:

(Contractor Letterhead)
(Name of Owner)
Office of Owner Representative
Attn: __________

Re: _______ Construction Project Agreement

Dear Sir:

Pursuant to Article II, Section 1, Paragraph 3, of the above-reference Agreement, the undersigned contractor hereby agrees that it will be bound by and comply with all terms and conditions of said Project Labor Agreement, and any amendments thereto.

This Letter of Assent will remain in effect for the duration of the Agreement and any extensions, after which this understanding will automatically terminate, except as provided for in Article II, Section 6, of the Agreement.

Sincerely,

(Name of Contractor or Subcontractor)

By:

Title: