SAN DIEGO CONVENTION CENTER

PHASE 3 EXPANSION

LABOR AGREEMENT
This Project Labor Agreement (hereinafter, the “Agreement”) is entered into on __________, 2012, by and between Clark/Hunt, a Joint Venture in Association with SD Office Interiors, its successors or assigns (hereinafter, as Clark/Hunt or “Project Contractor”) and the Building and Construction Trades Council of San Diego County and the affiliated Local Unions [hereinafter, collectively called the “Union(s)” or “Local Union(s)”], with respect to the construction, renovation and/or rehabilitation work within the scope of this Agreement owned by the City of San Diego (hereinafter, “Owner”) for the construction of the San Diego Convention Center Phase 3 Expansion, in San Diego County, California, known as the “Project.” This Agreement will only become effective upon execution by all parties and final award by the City of San Diego to Clark/Hunt of an executed construction contract for the construction of the Project.

It is understood by the parties that the construction work covered by this Agreement shall be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement, except as excluded in Section 2. Therefore, the Unions agree that other Contractors may execute the Agreement for purposes of covering such work. Clark/Hunt shall monitor and administer the compliance with this Agreement by all contractors, who through their execution of a Letter of Assent binding them to this Agreement, together with their subcontractors, shall have become bound hereto.

The Project Contractor will implement this Agreement by ensuring that the appropriate provisions in the bid documents, contract specifications and other contract documents for Qualifying Work are incorporated into its contract with the Owner. As a result, the Project Contractor and the various subcontractors performing Qualifying Work will become parties to this Agreement. Therefore, this Agreement uses the term “Contractor” and specifies the rights and obligations of each such Contractor as if already parties to this Agreement. The term “Contractor” (or “Contractors”) include all construction contractors and subcontractors of whatever tier engaged in Qualifying Work on the construction site within the scope of this Agreement, including Clark/Hunt when it performs construction work within the scope of this Agreement. Where specific reference to Clark/Hunt, a Joint Venture in Association with SD Office Interiors, alone is intended, the term “Clark/Hunt” is used.

The Unions, Clark/Hunt and all signatory Contractors agree to abide by the terms and conditions contained in this Agreement. This Agreement represents the complete understanding of the parties, and no Contractor is or will be required to sign any other agreement with a signatory union as a condition of performing work within the scope of this Agreement. No practice, understanding or agreement between a Contractor and a Union party which is not specifically set forth in this Agreement will be binding on any other party unless endorsed in writing by Clark/Hunt.
The Unions agree that this Agreement will be made available to, and will fully apply to, any successful bidder for Project work who becomes a signatory hereto, without regard to whether that successful bidder performs work at other sites on either a union or a non-union basis, and without regard to whether employees of such bidder are or are not members of any union. This Agreement shall not apply to any contractor for work which is performed on any other project or at any location other than the Project site as defined in this Agreement.
ARTICLE I
PURPOSE

San Diego Convention Center Phase 3 is a multi-year undertaking of the City of San Diego for the purpose of increasing convention center business in the City of San Diego and to benefit the entire San Diego community.

The Parties to this Agreement acknowledge that the construction of the Convention Center Expansion Project is important to the development of bringing new business to San Diego and allowing San Diego to compete effectively with other cities for convention business. The Parties recognize the need for the timely completion of the 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 Contractor(s) 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 craftworkers for the construction of the Project.

Further, the parties desire to mutually establish and stabilize wages, hours and working conditions for the craftworkers on this construction Project, to encourage close cooperation between the Contractor(s) 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 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. Further, the Contractor(s) 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, or interruption or other disruption of or interference with the work covered by this Agreement. Further, the parties agree to cooperate throughout the term of this Agreement to develop methods to reduce Owner's construction and project administrative costs.

The parties are committed to providing open access to bidding opportunities for all contractors and to assuring an adequate supply of craft workers possessing the requisite skills and training in order to provide a project of the highest quality.

ARTICLE II
SCOPE OF AGREEMENT

This Agreement, hereinafter designated as the “San Diego Convention Center ("SDCC") Phase 3 Expansion Labor Agreement" or “Agreement” shall apply and is limited to all construction as defined in Section 1 of this Article (the “Qualifying Work”) performed by those contractors of whatever tier that are awarded contracts for such work, on or after the effective date of this Agreement, with regard to new construction, reconstruction and rehabilitation to the SDCC.
Phase 3 Expansion Project, all of which are hereinafter referred to as the “Project” and specifically defined below. The Owner, Clark/Hunt, and/or Contractors, as appropriate, shall have the absolute right to award contracts for Project work consistent with legal requirements. The parties will agree to bidder pre-qualification language that ensures all bidders on the project are in fact “responsible” and capable of completing the work awarded to them in a timely manner and in accordance with all necessary labor laws. No Contractor who has filed for bankruptcy or changed their name or license number within the past three (3) years may be considered a “responsible” contractor. Further, no Contractor who has been cited by the Labor Commissioner, for wage violations, or the Division of Apprenticeship Standards (DAS), within the past three (3) years may be considered a “responsible” contractor.

Section 1 The Project is specifically defined as and limited to:

The Project includes expansion of the existing San Diego Convention Center to add approximately 220,150 SF of exhibit hall, 101,500 SF of meeting rooms, and 78,470 square feet of ballroom space. It will also include approximately 5 acres of rooftop park/plaza, realignment of Park Blvd. and Convention Way, up to 45,000 SF of retail opportunities, and utility upgrades.

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

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

a. Work of non-manual employees, including but not limited to, superintendents, supervisors, staff engineers, inspectors, 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). Included within the scope of the Agreement is all on-site and off-site fabrication work, provided such work is within the fabrication provision of a local master or national agreement of one of the Unions, as well as demolition of existing structures, and all construction, demolition or improvements required to be performed as a condition of approval by any public agency. On-site fabrication work includes work done for the Project in temporary yards or areas near the Project. Fabrication does not include manufactured goods or equipment delivered on skids.
Section 3

a. The Owner, Clark/Hunt, and/or Contractors, as appropriate, have the absolute right to award contracts or subcontracts on this Project notwithstanding the existence or non-existence of any collective bargaining agreements between the prospective Contractor and any Union party, provided only that such Contractor is willing, ready and able to comply with this Project Labor Agreement and execute...
a Letter of Assent (in the form attached as Exhibit A), should such Contractor be awarded work covered by this Agreement.

b. It is agreed that all subcontractors of a Contractor, of whatever tier, unless specifically excluded in Article II, Section 2 of this Agreement, who have been awarded contracts of work covered by this Agreement on or after the effective date of this Agreement shall be required to accept and to be bound by the terms and conditions of this Project Labor Agreement, and shall evidence their acceptance by the execution of a Letter of Assent provided to the Contractor by Clark/Hunt, prior to the commencement of work. A copy of the Letter of Assent executed by the Contractor shall be made available to the Union(s) prior to the dispatch of employees to the job site.

Section 4

a. The provisions of this Project Labor Agreement (including the Schedule A’s, which are the local Collective Bargaining Agreements between bona fide contractor groups or representatives and the signatory Unions having covered work that corresponds to Qualifying Work on the Project) shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national Agreements which may conflict with or differ from the terms of this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of a Schedule A and is not covered by this Agreement, the provisions of the Schedule A shall prevail.

b. It is understood that this Agreement, together with the referenced Schedule A’s, constitutes a self-contained, stand-alone agreement and that, by virtue of having become bound to this Agreement, the Contractor will not be obligated to sign any other local, area or national agreement as a condition of performing work within the scope of this Agreement.

Section 5

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

Section 6

This Agreement shall be limited to the new construction work within the scope of this Agreement, as set forth in Section 1 of this Article, for which bids have been received on and after the effective date of this Agreement, including, specifically, site preparation and related demolition work, and utilities and modifications or rehabilitation of existing facilities. Nothing contained herein shall be construed to prohibit, restrict, or interfere with the performance of any other operation, work or function awarded to any contractor before the effective date of this Agreement or which may be performed or contracted by the Owner for its own account on the property or in and around the construction site.

Section 7

It is understood that the liability of the Contractor and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree
that this Agreement does not have the effect of creating any joint employment status between or among the Owner or Clark/Hunt and/or any Contractor.

Section 8 None of the provisions of this Agreement shall be construed to prohibit or restrict the Owner or its employees from performing work not covered by this Agreement on or around the construction site. As areas of covered work are accepted by the Owner, the Agreement shall have no further force or effect on such items or areas except where the Contractor is directed by the Owner to engage in repairs or punch list modifications.

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

Section 10 Except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibrations work and loop checking shall be performed under the terms of 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 Article X (Settlement of Grievances and Disputes) and Article VIII (Work Assignments and Jurisdictional Disputes) of this PROJECT Agreement, which shall apply to such work.

ARTICLE III
LABOR/MANAGEMENT COOPERATION
JOINT ADMINISTRATIVE COMMITTEE

Section 1 The parties to this Agreement will form a Project Labor Agreement Joint Administrative Committee consisting of two (2) Union and two (2) Contractor representatives selected by the Unions and Clark/Hunt, respectively. The Committee shall be jointly chaired by a representative of Clark/Hunt and a representative of the Unions appointed by the Building and Construction Trades Council of San Diego County. The purpose of the Committee shall be to promote harmonious and stable labor/management relations on this Project, to insure effective and constructive communications between the labor and management parties, and to advance the proficiency of the workmen in the industry.

Section 2 Either party may call a Committee meeting by giving a seven (7) day notice. The Committee shall meet to discuss the administration of the Agreement, the progress of the Project, labor/management problems that may arise, and any other matters consistent with this Agreement. Clark/Hunt shall be responsible for the scheduling of the meetings, the preparation of the agenda topics for the meeting with input from the Unions and Contractors.

Section 3 Any question, clarification or interpretation of this Agreement shall be presented to the labor management committee.

- 7 -
Section 4  

a. The Parties to this Agreement shall establish a standing Subcommittee on Small Business Enterprises and Local Hiring to this Joint Administrative Committee which shall be comprised of representatives of the Unions, Clark/Hunt, Contractors, Community-based organizations and the Owner. The Subcommittee’s purpose shall be to promote and support on an ongoing basis the utilization on this Project, to the maximum extent possible, of “SLBE, ELBE, DVBE AND FEDERALLY CERTIFIED SDVOSB” firms and the training, placement and retention of local area residents, especially applicants from groups that have been historically disadvantaged in construction industry employment opportunities. All Parties understand that the City of San Diego has established and quantified goals which will have a strong emphasis on the utilization of small, local business on the Project. Each party agrees that it shall employ demonstrable efforts to encourage utilization in an effort to achieve such goals. This may include, for example, participation in outreach programs, education and assistance to businesses not familiar with working on Projects of this scope, and the encouragement of local residents to participate in Project work through programs and procedures jointly developed to prepare and encourage such local residents for apprenticeship programs and formal employment on the Project through the referral programs sponsored and/or supported by the Parties to this Agreement. Further, the Parties shall ensure that the provisions of this Agreement do not inadvertently establish impediments to participation of such small local businesses and residents of the City of San Diego as long as they employ workers who are residents of San Diego County.

b. The Subcommittee shall meet at the call of Clark/Hunt to discuss business, training and job opportunities. Clark/Hunt shall be responsible for the scheduling of the meetings and the preparation of the agenda topics with input from the other Subcommittee members. The Contractors shall be prepared to report on monthly progress and to provide ongoing workforce projections for their work. Timely notice of the location and time of the meetings shall be given to all Subcommittee members.

ARTICLE IV  
UNION RECOGNITION AND EMPLOYMENT

Section 1  
The Contractor recognizes the Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this Agreement.

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

Section 3  
For Local Unions now having a job referral system as contained in Schedule A, the Contractor agrees to comply with such system and it shall be used exclusively.
by such Contractor, except as it may be modified by this Article. Such job referral system will be operated in a non-discriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship and training, will be operated so as to facilitate the ability of the contractors to meet any and all equal employment opportunity/affirmative action obligations, and shall further be operated so as to consider the Owner’s mandate to encourage employment of residents of the City of San Diego and utilization of small local businesses. The Contractor may reject any referral for any reason, provided however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor’s commitment to employ qualified workers through the procedures of this Agreement.

Section 4

In the event that Local Unions are unable to fill any request for employees within forty-eight (48) hours after such request is made by the Contractor (Saturdays, Sundays, and holidays excepted), the Contractor may employ applicants from any other available source. The Contractor shall inform the Union of the name and social security number of any applicants hired from other sources and shall refer the applicant to the Local Union for dispatch to the Project.

Section 5

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

Section 6

The Local Unions will exert their utmost efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the manpower requirements of the Contractor, including calls to local unions in other areas when its referral lists have been exhausted and including specific employment obligations to which the Contractor may be legally obligated. The parties to this Agreement support the development of increased numbers of skilled construction workers from the residents of the area of the Project to meet the needs of this Project and the requirements of the industry generally. Toward that end, the Unions agree to encourage the referral and utilization, to the extent permitted by law and the hiring hall procedures, of qualified San Diego County residents as journeymen, apprentices and trainees on this Project and entrance into such apprenticeship and training programs as may be operated by the signatory Local Unions.

Section 7

In the event that a signatory Local Union does not have a job referral system as set forth in Section 3 above, the Contractor shall give the Union equal opportunity to refer applicants. The Contractor shall notify the Union of employees hired from any source other than referral by the Union.

Section 8

The Unions will cooperate with the Contractors and with Clark/Hunt in outreach activities to recruit and refer local resident applicants to apprenticeship programs or positions for which they are qualified or qualifiable. Working with the Subcommittee on Small Business Enterprises and Local Hiring, the Unions will,
after their out of work lists are exhausted, use Community-based organizations or State-approved apprenticeship or training programs as a first source for hiring qualified or qualifiable local residents, especially applicants from groups that have been historically disadvantaged in construction industry employment opportunities, before recruiting from other union locals.

The Unions agree to comply with and fully cooperate with the Contractors and Subcontractors in order to meet or exceed the applicable SLBE, ELBE, DVBE AND FEDERALLY CERTIFIED SDVOSB goals adopted by the Owner.

Section 9  All employees performing Covered Work, except “core employees,” shall be required to join the Union. Core employees may join the appropriate Unions, but are not required to do so. However, any employee who is a member of a Union at the time the employee is referred by the Union or commences Covered Work must remain a member while performing Covered Work. Any Core employee choosing not to join the Union shall, as a condition of employment, remit to the appropriate Union an administrative fee equal to the non-discriminatory initiation fee and monthly dues of such Union. The Contractor agrees to deduct union dues from the pay of any employee who executes a voluntary authorization for such deductions and to remit the dues to the Union at the same time that trust fund contributions are required to be remitted to the administrators of the appropriate trust funds on behalf of the employee.

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

Section 11  The selection of craft foremen and/or general foremen and the number of foremen required shall be entirely the responsibility of the Contractor, consistent with the Schedule As. Craft Foremen shall be designated Working Foremen at the request of the Contractor. Craft workers covered by this Agreement will, in the normal day-to-day operations, take their direction and supervision from their foreman.

Section 12  The parties understand and agree that construction of phase 3 of the SDCC is a unique undertaking of the City of San Diego being developed to improve the downtown area and further the image of the City of San Diego and surrounding communities as a destination resort and convention location. The parties recognize that Owner and Project Contractor have certain commitments to the community to ensure that opportunities are provided to business enterprises which may not have previously had a relationship with signatory unions. The parties further recognize that business enterprises which are not currently signatory to a union collective bargaining agreement may need to employ their “core employees” to enable those business enterprises to compete in the bidding process. Accordingly, any business enterprise not currently a signatory which is awarded a contract for work on the Project may employ, as needed, up to five (5) core employees. Hiring shall be on an alternating basis commencing with one core employee followed by one Union referral and continuing to alternate until a
maximum of five (5) core employees have been hired, following which all further hires shall be Union referrals. Contractor shall be the sole judge of the number of employees needed. Core employees must meet the following qualifications: (1) possess any license required by state or federal law for the Project work to be performed; (2) have worked a total of at least 1000 hours in the construction craft during the prior three years; (3) been on the Contractor’s active payroll for at least 60 out of the 180 calendar days prior to the contract award; and (4) have the ability to perform safely the basic functions of the applicable trade. If there are any questions regarding a core employee’s eligibility under this Section, Clark/Hunt shall, at the Council’s request, obtain appropriate proof of such from the Contractor. All core employees shall comply with Section 9 of this Article.

Section 13

Benefits shall “follow the employee,” i.e., benefits for core employees who are non-union members shall be paid into employer provided benefit plans, provided these benefits are equal to or better than those designated in the Schedule A, while benefits for union members or employees obtained through union hiring halls shall be paid to the appropriate trust funds as set forth in Article X, Sections 3 and 4 of the Agreement. The Joint Administrative Committee will be responsible for determining whether the benefits are equal to or better than those designated in the Schedule As. In the event the Committee deadlocks, the dispute shall be submitted to arbitration pursuant to Article VIII. Contractors who believe their benefit plans are equal to or better than those designated in the Schedule As must submit their fringe benefit packages to Clark/Hunt for evaluation by the Committee prior to bidding.

Section 14

In recognition of the parties’ mission to serve residents of the County of San Diego, the Unions and Contractors agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, residents of the County of San Diego shall be first referred for Project Work, including journeypersons, apprentices, or other positions which may be established under a Schedule A.

ARTICLE V
UNION REPRESENTATION AND STEWARDS

Section 1

Consistent with the National Labor Relations Act, authorized representatives of the Union shall have access to the Project, provided that such representatives fully comply with posted visitor, security and safety rules and the environmental compliance requirements of the Project, and that they do not interfere with the work of employees.

Section 2

a. Each signatory Local Union shall have the right to designate a working journeyman as a steward for each shift, and shall notify the Contractor in writing of the identity of the designated steward prior to the assumption of such person’s duties as steward. Such designated steward shall not exercise any supervisory functions. There will be no non-working stewards. A steward will receive the regular rate of pay for his respective craft.
b. In addition to his work as an employee, the steward shall have the right to receive, but not solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee’s appropriate supervisor. Each steward shall be concerned with the employees of the steward’s Contractor and if applicable, subcontractors, and not with the employees of any other Contractor. The Contractor will not discriminate against the steward in the proper performance of his or her union duties.

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

Section 3

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

Section 4

Personnel of the Owner may be working in close proximity to the construction activities. The Union agrees that the Union representatives, stewards and individual workers will not interfere with the Owner’s personnel, or with personnel employed by any other employer not a party to this Agreement.

ARTICLE VI
MANAGEMENT’S RIGHTS

Section 1

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

Section 2

There shall be no limitation or restriction by a signatory Union upon a Contractor’s choice of materials or design, nor, upon the full use and utilization of equipment, machinery, packaging, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials, tools, or other labor saving devices. The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that installation of specialty items

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which may be furnished by the Owner may be performed by employees employed under this Agreement who may be directed by other personnel in a supervisory role, or, in limited circumstances requiring special knowledge of the particular item(s), may be performed by employees of the vendor or other companies where necessary to protect a manufacturer’s warranty or where the employees working under this Agreement lack the required skills to perform the work.

Section 3

The use of new technology, equipment, machinery, tools and/or labor saving devices and methods of performing work may be initiated by the Contractor from time-to-time during the Project. The Union agrees that it will not in any way restrict the implementation of such new devices or work methods.

ARTICLE VII

NO STRIKE – NO LOCKOUT

Section 1

a. During the life of this Agreement, the Union and its members, agents, representatives and employees shall not incite, encourage, condone, or participate in any strike, walkout, slowdown, sit-down, stay-in, boycott, sympathy strike, picketing, work interruption, or other work stoppage or handbilling on jobsite advocating violation of this Article, for any cause whatsoever, or any other type of interference of any kind, coercive or otherwise, and it is expressly agreed that any such action is a violation of this Agreement.

b. Upon written notice of a violation to the Local Union(s) office, the Union(s) and its officers shall take immediate action and will use its, (their) best efforts to prevent, avert or end any such aforementioned activity or the threat thereof by any of its officers, members, representatives or employees, either individually or collectively, including but not limited to, instructing all such officers, representatives, employees or members who participate in such unauthorized activity to cease and desist from same and to return to work and comply with its orders immediately. Nothing in this Agreement shall be construed to limit or restrict the right of any of the parties to this Agreement to pursue fully any and all remedies available under law in the event of a violation of this Article VII.

Section 2

In consideration of the foregoing, the Contractor and Subcontractors shall not incite, encourage or participate in any lockout or cause to be locked out any employee covered under the provisions of this Agreement. The term "lockout" does not refer to the discharge, or termination in accordance with Schedule A, or layoff of employees by the Contractor or Subcontractor for any reasons in the exercise of its rights as set forth in any provision of this Agreement. If a Union contends that any Contractor has violated this Section, it will notify the Contractor and Clark/Hunt in writing, setting forth the fact which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the arbitration provisions of this Article.
Section 3

Any employee or employees inciting, encouraging, condoning or participating in any strike, walkout, slowdown, sitdown, stay-in, boycott, sympathy strike, picketing, or other work activity in this Agreement is subject to immediate discharge.

Section 4

Any party to this Agreement may institute the following binding arbitration procedure when a breach is alleged. In the event a party institutes this procedure, arbitration shall be mandatory.

a. The party invoking this procedure shall immediately notify David Hart, who the parties agree shall be the permanent Arbitrator under this procedure. In the event that the permanent Arbitrator is unavailable at any time, alternate arbitrators Louis Zigman, Frederic Horowitz, Joseph Gentile and Tom Pagan (in that order) shall hear the matter. Notice to the Arbitrator shall be by the most expeditious means available, with notice by telegram, facsimile, or similar means to the party alleged to be in violation and the involved Union.

b. Upon receipt of said notice, the Arbitrator named above or his alternate shall designate a place for, schedule and hold a hearing within twenty-four (24) hours, but no sooner than twenty-four (24) hours after notice to the Union(s) and/or the Contractor(s), as provided in Sections 1 and 2, respectively, of this Article.

c. The Arbitrator shall notify the parties by telegram, facsimile or similar means of the place and time he has chosen for the 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 has in fact occurred. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without written opinion. The Arbitrator shall order cessation of the violation of this Article and other appropriate relief, and such award shall be served on all parties by hand, facsimile or by telegram. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the award.

e. The award shall be final, binding and non-reviewable as to the merits. A judgment of any court of competent jurisdiction shall be entered upon the award, which may be enforced by any such court, upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. Telegraphic, facsimile or similar notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's award as issued under Section 4 (d) of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the
Arbitrator's award shall be served on all parties by hand or by telegram or by
delivery to their last known address by registered mail.

f. Any rights created by statute or law governing arbitration or injunction
proceedings inconsistent with the above procedure, or which interfere with
compliance therewith, are hereby waived by the parties to whom they accrued.

g. If the Arbitrator determines that a work stoppage has occurred in accordance with
Section 4 (d) above, the Union(s) shall, within eight (8) hours of its receipt of the
Award, direct all of the Craftsmen it represents on the Project to immediately return
to work. If the craft/trade involved does not return to work by the beginning of the
next regularly scheduled shift following receipt of the Arbitrator's Award, and the
Union(s) has/have not complied with Section 1 above, the Arbitrator shall retain
jurisdiction to determine the amount of damages incurred by the affected Contractor
and Subcontractors. The Arbitrator shall conduct a hearing upon receipt of a
demand by certified mail from the Contractor or Subcontractors setting forth its
damages which were caused by the Union(s) failure to comply with the provisions
of this Article. The Arbitrator shall retain jurisdiction to determine compliance,
with this Section 4 (g) and Section 1 above. If the Arbitrator determines that a
lockout has occurred in accordance with Section 4 (d) above, the Arbitrator shall
retain jurisdiction to determine compliance and damages with this Section 4 (g) and
Section 2 above.

h. The costs of the arbitration, including the fee and expenses of the Arbitrator,
shall be shared by the parties.

i. The procedures contained in Section 4 above shall be applicable only to alleged
violations of this Article. Discharge or discipline of employees for violation of this
Article shall be subject to the arbitration procedures of this Article. Disputes
alleging violation of any other provision of this Agreement, including any
underlying disputes alleged to be in justification, explanation or mitigation of any
violations of this Article, shall be resolved under the arbitration procedures.

Section 5  If any local collective bargaining agreement contained in Schedule "A" of this
Agreement expires by its terms and whether or not an industry strike occurs because
of such contract expiration, the Contractor or Subcontractors agree to pay any and
all increases in wages, fringe benefits or terms and conditions of employment that
have been negotiated and established by the collective bargaining representatives,
retroactive to the date agreed upon by said parties.

Section 6  It is understood by the parties that the provisions of this Article VII apply only to
the work covered by this Agreement. The Unions and the Contractor and the
Subcontractors reserve all their legal rights under the National Labor Relations Act
regarding other activities at the Project site.
Section 7  
It is not a violation of this Article for a Union to withhold labor, after ten (10) days written notification to the Contractor and the affected Subcontractor, in the event that said Contractor or Subcontractor is delinquent in the payment of wages and/or the prescribed contributions to the trust funds established in the applicable collective bargaining agreement for work performed on this project only, provided the Union has given the Contractor or Subcontractor an opportunity to cure the default during the ten (10) day notification period. In such case, the Union will not picket the Project site.

ARTICLE VIII  
SETTLEMENT OF 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, excluding jurisdictional disputes (Article IX) or No Strike - No Lockout disputes (Article VII, Article XVIII, Section 3), concerning any application or interpretation of the Agreement or a Schedule A 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 or Schedule A, 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 Clark/Hunt 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 Clark/Hunt) 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.
Section 4.

(b) Should the Local Union(s) or Clark/Hunt or any Contractor 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 International 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. Meeting minutes shall be kept by the Contractor. 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 the Permanent Arbitrator David Hart or the alternate arbitrators Louis Zigman, Frederic Horowitz, Joseph Gentile and Tom Pagan (in that order). The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor 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. Clark/Hunt shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE IX
JURISDICTIONAL DISPUTES

Section 1 Work shall be assigned by the Contractor in accordance with the Procedural Rules of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (hereinafter the “Plan”), and shall be based upon the appropriate agreements of record, decisions of record and previously provided local written agreements between or among the Unions. Such assignments shall be disclosed by the Contractor at a pre-job conference held in accordance with industry practice.
Section 2  
a. The parties agree that all jurisdictional disputes over division of work will be settled in accordance with the procedural rules and regulations of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, effective June 1, 1984, or any successor plan. All Contractors on this project agree to assign work and be bound to the terms and conditions of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, and all signatory Unions agree that the assignments of the Contractors shall be followed until the dispute is resolved in accordance with this Section.

b. Any award or resolution made pursuant to this procedure, shall be final and binding on the disputing Unions and the involved Contractor under this Agreement only, and may be enforced in any court of competent jurisdiction in accordance with the Plan. Such award or resolution shall not establish a precedent on any construction work not covered by this Agreement. In all disputes under this Article, the Project Contractor shall be considered a party in interest, with a full right of participation.

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

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

ARTICLE X  
WAGES AND BENEFITS

Section 1  
All employees covered by this Agreement shall be classified in accordance with work performed and paid the hourly wage rates for those classifications as set forth in Schedule A Agreements.

Section 2  
All employees covered by this Agreement may be paid by check and shall be paid no later than the end of the work shift Friday. No more than five (5) days wages may be withheld. Any employee who is discharged or laid off shall be entitled to receive all accrued wages immediately upon discharge or layoff. Notification of layoff shall be at the Contractor’s discretion but shall not be given later than the end of the work shift on the date the layoff is to be effective. Such notification may be verbal.

Section 3  
Except as provided in Article IV, Sections 12 and 13 regarding “core employees,” the Contractor will pay contributions to the established employee benefits funds in
the amounts designated in the applicable Schedule A for fringe benefit contributions and will make all employee-authorized deductions in the amounts designated; provided, however, that the Contractor and the Union agree that only such bona fide employee benefits as accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, training funds, etc.) shall be included in this requirement and be paid by the Contractor on this Project. Bona fide jointly-Trusteed benefit plans or authorized employee deduction programs established or negotiated under the applicable Schedule A or by the parties to this Agreement during the life of this Agreement may be added, subject to the limitations upon such negotiated changes contained in Article XVII, Section 2 of this Agreement. Such contributions shall be due and payable on the due date contained in the applicable Schedule A.

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

**Section 4**

Contractors of whatever tier shall make regular and timely contributions required by Section 3 of this Article in amounts required by this Agreement and on the time schedule set forth in the appropriate Schedule A. Delinquency in remission of contributions is a breach of this Agreement.

**ARTICLE XI**

**HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS**

**Section 1**

**Work Day and Work Week.** Eight (8) hours per day between the hours of 6:00 a.m. and 5:30 p.m., plus one-half (1/2) hour unpaid for lunch, approximately midway through the shift, shall constitute the standard work day. Forty (40) hours per week shall constitute a regular week's work. The work week will start on Monday and conclude on Sunday, unless otherwise provided in the applicable Schedule A. Starting time(s) will be established for all crafts on each project or segment of the work as determined by the Contractor. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week. The Union(s) shall be informed of the work starting time set by the Contractor at the pre-job conference which may be changed thereafter upon three (3) days’ notice to the Union(s) and the workers.

The hours of work per work week day, including staggered start times and end times, shall not apply with respect to work for which special hours of work have been established in contract specifications or otherwise by the Owner or Contractor, including, but not limited to: (1) special construction requirements necessary to comply with regulations of state agencies having regulatory jurisdiction or permit authority over the Qualifying Work, or (2) mitigation

- 19 -
measures specified in the final environmental impact report for the Qualifying Work, or (3) Owner scheduling requirements.

**Section 2**

Starting Times. Employees shall be at their place of work at the starting time and shall remain at their place of work (as designated by the Contractor) performing their assigned functions until quitting time. The place of work shall be defined as the gang or toolbox, or equipment at the employee’s assigned work location or the place where the foreman gives instructions. The parties reaffirm their policy of a fair day’s work for a fair day’s wage. There shall be no pay for time not worked unless the employee is otherwise engaged at the direction of the Contractor.

**Section 3**

Overtime. The calculation and amount of overtime pay shall be consistent with the applicable Schedule A. There will be no restriction on the Contractor’s scheduling of overtime or the non-discriminatory designation of employees who will work the available overtime. Steward overtime shall be as provided in the applicable Schedule A, provided the steward is qualified to perform the work available. There shall be no pyramiding of overtime pay under any circumstances. There shall be no overtime on dewatering or protection of concrete work.

**Section 4**

a. Shifts. 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 Schedule A, and shall continue for a period of not less than five (5) working days. Saturdays and Sundays, if worked, may be used for establishing the five (5) day minimum work shift. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (1/2) hour non-paid lunch period. Any third shift shall consist of six and one-half (6-1/2) 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 a.m. is designated as the first shift, with the second shift following. Pay for the second and/or third shift shall be at the employee’s base wage rate for first shift, plus the second shift differential, if any, established in the applicable Schedule A.

b. The Contractor may, upon five (5) days’ notice to the appropriate Union(s), establish a work week of four (4) consecutive ten (10) hour work days (exclusive of one-half hour unpaid lunch, approximately midway through the shift). Such work week shall consist of the same four days each week, with a fifth day available as a make-up day if needed and not prohibited by the applicable Schedule A. Pay compensation for such shifts shall be at the applicable rates established for the first and second shift work in this Agreement.
c. The parties acknowledge the construction of the Convention Center poses unique work scheduling issues, including a possible requirement for continuous work 24 hours per day, seven days a week, particularly during the placement of concrete. The parties agree to establish, in good faith, hours of work provisions to assure uninterrupted work on concrete placement in accordance with contract specifications for Qualifying Work.

d. Application of this section is subject to the applicable prevailing wage determinations and the Schedule As.

Section 5

Holidays. Recognized holidays on this Project shall be: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, day after Thanksgiving Day and Christmas Day. If any holiday falls on a Saturday, it shall be observed the preceding Friday. If any holiday falls on a Sunday, it shall be observed on the following Monday.

Section 6

a. Reporting Pay. Employees reporting for work and for whom no work is provided, except when given notification not to report to work, or in the event of inclement weather, shall receive two (2) hours pay at the regular straight time hourly rate. Employees who are directed to start work and who work at least two (2) hours but less than four (4) hours shall receive four (4) hours pay at the regular straight time hourly rate. Employees who work beyond four (4) hours shall be paid for actual hours worked at the regular straight time hourly rate. Whenever reporting pay is provided for employees, they will be required to remain at the Project site available for work for such time as they receive pay, unless released earlier by the principal supervisor of the Contractor(s) or their designated representative. Each employee shall furnish his Contractor with his current address and telephone number, and shall promptly report any changes in each to the Contractor.

b. When an employee is sent to the jobsite from the Union referral facility in response to a request from the Contractor for an employee for one (1) day and starts work at the designated starting time for his shift, the employee will be paid eight (8) hours.

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

d. When an employee leaves the job or work location of his own volition or is discharged for cause or is not working as a result of the Contractor’s invocation of Article XIII, Section 3, the employee shall be paid only for the actual time worked.
e. In all cases, if the employee is reporting on a day on which a premium rate is paid, reporting pay shall be calculated at that rate.

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

Section 8  
**Meal Period.** The Contractor will schedule a meal period not more than one-half (1/2) hour duration at the work location at approximately the mid-point of the scheduled work shift (five hours), consistent with Section 1; provided, however, that the Contractor may, for efficiency of the operation, establish a schedule which coordinates the meal periods of two or more crafts. If an employee is required to work through his meal period, he shall be compensated in a manner consistent with Wage Order 16 and Labor Code Section 226.7.

Section 9  
Subject to the applicable prevailing wage determinations and Schedule As, when an employee has been prevented from working for reasons beyond the control of the contractor, including, but not limited to inclement weather or other natural causes, and has worked thirty-two (32) hours or less during the regularly scheduled work week, a make-up day (whole day only) may be worked on Saturday for which the employee shall receive eight (8) hours paid at the straight time rate of pay.

ARTICLE XII  
APPRENTICES

Section 1  
The parties recognize the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, and the Contractor(s) will employ apprentices in their respective crafts to perform work within their capabilities and customarily performed by the craft in which they are indentured. All apprentices shall be registered with the applicable Joint Labor/Management Apprenticeship Program approved by the Division of Apprenticeship Standards for that craft in the geographical area of the Project.

Section 2  
The apprentice ratio for each craft shall be in compliance, at a minimum, with the provisions of the applicable Schedule A. The Parties agree that apprentices shall not be dispatched to Contractors working under this Agreement unless there is a qualified journeyman or other Contractor employee working on the Project where the apprentice is to be employed who is qualified to assist and oversee the apprentice’s progress through the program in which he is participating. The Union agrees to cooperate with the Contractor in furnishing apprentices as requested, and there shall be no restrictions on the utilization of apprentices in performing the work of their craft provided they are properly supervised. If the Schedule A and Prevailing Wage Law permit, other non-journeyman classifications may be utilized at the Contractor’s discretion as part of the ratio of apprentices.
ARTICLE XIII
SAFETY
PROTECTION OF PERSON AND PROPERTY

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

b. Employees shall be bound by the safety, security and visitor rules and environmental compliance requirements established by the Clark/Hunt, 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.

c. The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms while on the Owner’s premises or at any time before or during the work day is prohibited. Accordingly, the Labor Management Cooperation Joint Administrative Committee shall meet and adopt a substance abuse policy and testing program.

d. The parties acknowledge that the environmental and safety restrictions governing conduct at the Project site prohibit smoking at any time in any location or facility. Violation of this restriction by any person will constitute grounds for removal from the site and may result in termination.

Section 2
The inspection of incoming shipments of equipment, machinery, and construction materials of every kind shall be performed at the discretion of the Contractor by individuals of its choice. All employees shall comply with the security procedures established by the Owner, Clark/Hunt and/or Contractor.

Section 3
A Contractor may suspend all or a portion of the job to protect the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the contractor requests employees to remain at the site and be available for work, the employees will be compensated for the standby time at their basic hourly rate of pay.

Section 4
The Contractor is responsible to provide adequate supplies of drinking water and sanitary facilities for all employees. Proper notification of this requirement shall be provided to the Contractor at the pre-bid and pre-job conference mark-up to insure compliance with this Section.
ARTICLE XIV
NON-DISCRIMINATION

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

Section 2 It is recognized that special procedures may be established by joint agreement of the parties to this Agreement and governmental agencies for the training and employment of persons who have not previously qualified to be employed on construction projects of the type covered by this Agreement. The parties agree that they will make all good faith efforts to assist in the proper implementation of such orders, regulations or agreements for the general benefit of the residents of San Diego County.

Section 3 It is recognized that the Owner has certain policies and commitments for the utilization of small business enterprises. The parties shall jointly endeavor to assure that these commitments are fully met, consistent with commitments and all applicable federal and state laws and regulations relating to public contracting and employment and utilization of minorities and minority- and/or women-owned businesses.

ARTICLE XV
WORKING CONDITIONS

Section 1 Employees shall be entitled to rest breaks as provided for in the Schedule As and/or Wage Order 16, provided, however, that there will be no organized breaks or other non-working time established during working hours. Individual nonalcoholic beverage containers will be permitted at the employee’s work location.
Section 2 The Owner and/or Clark/Hunt shall establish such reasonable Project rules as the Owner or Clark/Hunt deems appropriate and not inconsistent with this Agreement. These rules will be explained at the pre-job conference and posted at the Project site by the Contractor and may be amended thereafter as necessary. Failure to observe these rules and regulations by any employee may be grounds for discipline, including discharge.

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

ARTICLE XVI
SAVINGS AND SEPARABILITY

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

Section 2 The parties recognize the right of the Contractor to withdraw, at its absolute discretion, the utilization of this Agreement as part of any bid specification should a court of competent jurisdiction issue any order which could result, temporarily or permanently, in delay of the bidding, awarding, and/or construction work on the Project.

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

ARTICLE XVII
HELMETS TO HARDHATS

Section 1 Veterans Entry into Building and Construction Trades. The Parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter “Center”) and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary
orientation, assessment and construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties.

Section 2  
Integrated Database. The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project.

ARTICLE XVIII
DURATION OF THE AGREEMENT

This Project Labor Agreement shall be effective on the date approved by the parties, and shall continue in effect for the duration of the Project Construction work described in Article II hereof.

Section 1

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

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

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

Section 2

a. Schedule A’s incorporated as part of this Project Agreement shall continue in full force and effect until the contractor and/or Union parties to the Collective Bargaining Agreements which are the basis for such Schedule A’s notify Clark/Hunt of mutually agreed upon changes in such Agreements and their effective date(s).

b. The parties agree to recognize and implement such changes on their effective dates, provided, however, that any provisions negotiated in said collective bargaining agreements will not apply to work covered by this Agreement if such
provisions are less favorable to the Contractor for work covered by the Agreement than those uniformly required of contractors for construction work normally covered by those Agreements; nor shall any provision be recognized or applied if it may be construed to apply exclusively or predominantly to work covered by this Agreement.

c. As part of this understanding, the Contractor agrees and consents to pay the increased contributions to the relevant jointly administered trust funds pursuant to the provisions of any collective bargaining agreements negotiated by the Unions during the work performed on the Project retroactively to the expiration date of the applicable Schedule A, provided, however, if the provisions of any such new collective bargaining agreement provide that said increases shall not become effective until a later date after the date following the expiration date, then that later date shall prevail.

Section 3

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

Section 4

Clark/Hunt shall have the absolute right to terminate this Agreement if its contract with the Owner to perform the Project is terminated.

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

For the Project Contractor: 
[Signature]

Clark/Hunt, a Joint Venture in Association with SD Office Interiors

For the Union:
[Signature]

Building and Construction Trades Council of San Diego County

Affiliated Local Unions

By: [UNUSED] By: [UNUSED]

By: [UNUSED] By: [UNUSED]

By: [UNUSED] By: [UNUSED]

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EXHIBIT A

PROJECT LABOR AGREEMENT
FOR
SAN DIEGO CONVENTION CENTER PHASE 3 EXPANSION

LETTER OF ASSENT

The undersigned, as a Contractor(s) or Subcontractor(s) on San Diego Convention Center Phase 3 Expansion ("Project"), for and in consideration of the award of a contract to perform work on said Project, and in further consideration of the mutual promises made in the Project Labor Agreement, a copy of which was received and is acknowledged, hereby:

1. Accepts and agrees to be bound by the terms and conditions of the Project Labor Agreement, together with any and all amendments and supplements now existing or which are later made thereto.

2. Certifies that it has no commitments or agreements which would preclude its full compliance with the terms and conditions of said Project Labor Agreement.

3. Agrees to secure from any Contractor(s) (as defined in said Project Labor Agreement) which is or becomes a Subcontractor(s) (of any tier), a duly executed Letter of Assent in form identical to this document.

4. Acknowledges that Clark/Hunt, a Joint Venture in Association with SD Office Interiors is responsible, together with the Unions, for the interpretation and application of the Project Labor Agreement, through the procedures of the Joint Administrative Committee and the terms of this Agreement.

Dated: __________________________

______________________________
(Contractor-Legal Name)

______________________________
(Signature)

______________________________
(Title)

______________________________
(Phone Number)

Received: __________________________
Clark/Hunt, a Joint Venture in Association with SD Office Interiors

Date: __________________________