

KCI Airport Single Terminal Project COMMUNITY WORKFORCE AGREEMENT

This KCI Airport Single Terminal Project Community Workforce Agreement (“Agreement”) is entered into this _____ day of _____, 20__, by and between Clark/Weitz/Clarkson, A Joint Venture (“Project Contractor”), and the labor organizations signatory hereto (“Union” or “Unions”), acting on their own behalf and on behalf of their respective affiliates and members with respect to the construction of the KCI Airport Single Terminal Project at Kansas City International Airport in Kansas City, MO (“Project”), and shall become effective upon the completion of financing of the Project and notice to proceed from the City of Kansas City, Missouri (“City”) to the Project Contractor.

The term “Contractor” shall include all construction contractors and subcontractors of whatever tier engaged in onsite construction work within the scope of this Agreement, including the Project Contractor.

The term “Developer” shall refer to Edgemoor Infrastructure & Real Estate

The term "Targeted Applicants" shall be those groups that have been identified in the contract between the City and Developer to meet stated participation goals for the project. Such groups may include minorities, women, and/or City residents.

The City has established certain requirements and goals for the inclusion of minority and women in the construction workforce on any City project. See Kansas City, Missouri Municipal Code, Chapter 3, Article IV, Division 3.

The City, Project Contractor, and the Unions also recognize the need for timely completion of the Project without interruption or delay and to predict cost and a steady supply of skilled labor.

Therefore, in recognition of the special needs of the Project and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the Parties agree as follows:

1. This Agreement shall apply to all construction work required at the Project site, including demolition, abatement, and work on any on-site concrete batch plants.
2. This Agreement will not include any of Project Contractor’s nor Subcontractors' nor Suppliers' salaried personnel, field engineers, supervisors, administrative personnel, project managers, or other personnel not directly performing trade work;
3. The hauling of materials to or from the site and deliveries will be excluded from this Agreement;
4. During the term of this Agreement there shall be no strikes, picketing, work stoppage, slowdowns, walkouts, sympathy strikes, honoring of picket lines for any reason, interruption or interference with work or other disruptive activity for any reason by the Union or by any employee, and there shall be no lockout by the Contractor. Failure of any Union or employee to cross any picket line established at the Project site is a

violation of this Agreement. Any employee who participates in or encourages any activities which interfere with normal operation of the Project shall be subject to disciplinary action, including discharge.

5. The Union 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 Agreement.
6. Any Union which initiates or participates in a work stoppage in violation of this Agreement, or which recognizes or supports the work stoppage of another Union which is in violation of this Agreement, and which does not direct the employees it represents to return to work by the beginning of the next regularly scheduled shift following receipt of the notice of violation shall be a violation of this Agreement.
7. There will be no lock outs.
8. It is agreed that 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 Agreement by executing the Letter of Assent (Attachment A) prior to commencing work.
 - a. To the extent Contractors are not otherwise signatory to a collective bargaining agreement with the Union(s) corresponding to the scope of work to be performed by such Contractors on the Project, such Contractors shall become signatory to the appropriate Local Union's Agreement for this Project only for the duration of the Project by executing the Letter of Assent attached to this Agreement as Attachment A.
 - b. The Project Contractor's self-performed work shall be performed in accordance with terms and conditions of each of the Project Contractor's applicable local collective bargaining agreements and nothing in this Agreement shall bind the Project Contractor to other collective bargaining agreements to which it is not signatory.
 - c. Contractors shall make regular and timely contributions required by the applicable Trust and Employee benefit funds in amounts and on the time schedule set forth in the applicable collective bargaining agreement. Project Contractor will make available joint payee agreements for the payment of fringe benefit contributions into the applicable fringe benefit funds by checks from Project Contractor jointly payable to subcontractors of all tiers and the applicable fringe benefit funds. If a Contractor or subcontractor is alleged to be delinquent in any such contributions, the Union or the Trust Fund shall provide prompt notification of that allegation to the Project Contractor's representative and it shall provide documentary evidence of the alleged delinquency endorsed by the Fund.
9. The Contractors shall assign work in accordance with the historical, traditional and customary practices in the KCMO area.

10. Referral

- a. When requested by the Contractors, the Unions will supply sufficient numbers of qualified, skilled applicants to fulfill the workforce requirements of the Contractors, including but not limited to, Targeted Applicants. In the event a Union cannot supply the requested number of applicants, including Targeted Applicants, within a forty-eight (48) hour period after such request is made (Saturday, Sundays, and holidays excepted), the Contractor may withdraw the request and employ applicants from other sources including, but not limited to, other sites at which the Contractor, its parents, subsidiaries or affiliates, may be performing work.
- b. The Unions will use good-faith efforts to help Contractors fulfill the City's construction workforce goals for employment of minorities, women, and local residents on the Project.

11. Pre-Apprenticeship Program--In order to fully comply with the City's goals, as outlined in the contract between the City and the Developer, for the involvement of minorities, women, and City residents as part of the construction labor force, a Pre-Apprenticeship Program Advisory Committee ("Committee") shall be formed. The following persons shall each appoint one representative to sit on the Committee: the Project Contractor, the Greater Kansas City Building & Construction Trades Council, the St. Louis-Kansas City Carpenters Regional Council, the City, the Heavy Constructors Association, The Builders' Association, and the Full Employment Council. Each representative shall have an equal vote. The Committee will develop a pre-apprenticeship training program with the following criteria:

- a. Selection of Applicants
 - i. Applicants are to be proposed by the Full Employment Council, the Unions, the Project Contractor and other sources,
 - ii. Good-faith efforts will be made to recruit Targeted Applicants to participate in the pre-apprenticeship training program.
 - iii. Applicants shall be at least 18 years old, be drug-free (will be subject to drug testing prior to selection), and must fulfill all other requirements for entry into the applicable trade's apprenticeship program.
 - iv. Applications will be reviewed and interviews conducted by the Committee or its agent(s).
 - v. The Committee will select the individuals to enter the pre-apprenticeship training program, based on objective and non-discriminatory criteria.
 - vi. The number of applicants selected will be tailored to the type of trades working on the Project.

b. The Program

- i. The Committee shall adopt and implement the Building Trades Apprenticeship Readiness Program's Multi-Craft Core Curriculum (MC3), or a substantially similar pre-apprenticeship training program.
- ii. The curriculum shall consist of classroom training exclusively, with no on-the-job training,
- iii. Duration of the Program is to be approximately three (3) weeks in the MC3 program, followed by trade-specific training as determined by each trade.
- iv. Classroom training to be conducted by the Unions at the Unions' expense,
- v. Training materials and equipment to be provided by the Unions at the Unions' expense,
- vi. No pre-apprentice shall be permitted to work on the Project,
- vii. After completing the requirements of subparagraph 11.b.iii above, a participant shall be duly registered in the appropriate Union's apprenticeship program, provided the participant satisfies the admission standards of the program.

c. Compensation

- i. To participate in the pre-apprenticeship training program, an individual must have a Contractor willing and able to financially sponsor that individual in a non-employment relationship. The sponsoring Contractor must anticipate being able to put the participant to work after graduation from the program.
- ii. Each participant in the pre-apprenticeship training program shall be paid a stipend of not less than \$10.00 an hour by the participant's sponsoring Contractor for the duration of the participant's pre-apprenticeship training.
- iii. Upon graduation from the pre-apprenticeship program and registration in a Union's apprenticeship program, the new apprentice shall be placed on the payroll of the sponsoring Contractor. The apprentice shall not be permitted to work on the Project for any Contractor other than the sponsoring Contractor, absent prior authorization by the Committee.

d. Administration

- i. The Committee shall hire a Pre-Apprenticeship Coordinator to administer and monitor the pre-apprenticeship training program. The cost of the Pre-Apprenticeship Coordinator will be borne by the Project Contractor.

- ii. The Committee will upon the recommendation of the Pre-Apprenticeship Coordinator decide, among other things, procedures and standards for pre-apprenticeship grievances, pre-apprenticeship employment actions, and pre-apprenticeship graduation.
 - iii. Graduates from the pre-apprenticeship training program must become registered in the Unions' apprenticeship programs before working on the Project.
- 12. Workforce Participation - In order to fully comply with the City's goals for the participation of minorities, women, and local residents in the Project workforce, the Unions will use good-faith efforts to meet or exceed the construction employment participation goals for the Project by referring qualified applicants that meet the workforce participation requirements dictated by the contract between the Developer and the City.
 - a. The Unions will participate in the Workforce Preparedness Plan to be developed by the Project Contractor.
 - b. The Unions must demonstrate good-faith efforts, as outlined in the MOU and/or the final contract between the City and the Developer, to achieve the workforce participation goals.
- 13. To the extent there is a conflict, the terms and conditions of this Agreement shall supersede and override terms and conditions of any and all national, area, or local collective bargaining agreements. This Agreement will not obligate the Project Contractor nor its subcontractors that become signatory to this Agreement to become signatory to any national or local area-wide CBA's.
- 14. The Term of this Agreement shall begin upon the completion of financing of the Project and notice to proceed from the City to the Project Contractor, and shall terminate on the completion of the contractual work of the Project Contractor.
- 15. The City is not a party to this Agreement and are not bound by any article or provision in the Agreement for work that the City may separately perform. This Agreement shall not extend to any of the Project Contractor's nor its subcontractors' parents, subsidiaries, or affiliates, unless they perform work on the Project.
- 16. This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any signature pages may be assembled to form a single original document.
- 17. This Agreement may be amended or supplemented only by signed consent of the Parties.

PROJECT CONTRACTOR:

CLARK/WEITZ/CLARKSON, A Joint Venture

By: _____

UNIONS:

BOILERMAKERS #83

By: _____

**BRICKLAYERS/ALLIED CRAFT
WORKERS #15**

By: _____

**ST. LOUIS – KANSAS CITY CARPENTERS
REGIONAL COUNCIL**

By: _____

IUPAT DISTRICT COUNCIL #3

By: _____

ELEVATOR CONSTRUCTORS #12

By: _____

HEAT & FROST INSULATORS #27

By: _____

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS #124**

By: _____

IRON WORKERS #10

By: _____

LABORERS #264

By: _____

OPERATING ENGINEERS #101

By: _____

**OPERATIVE PLASTERERS &
CEMENT MASONS #518**

By: _____

PIPEFITTERS #533

By: _____

PLUMBERS #8

By: _____

ROOFERS #20

By: _____

SHEETMETAL WORKERS #2

By: _____

SPRINKLER FITTERS #314

By: _____

TEAMSTERS #541

By: _____

ATTACHMENT A
LETTER OF ASSENT

All contractors of whatever tier which perform work within the jurisdiction of any signatory Union (except those contractors who have directly signed the Agreement referenced herein) shall execute the following Letter of Assent prior to commencing work:

Attn: (INSERT NAME OF PROJECT CONTRACTOR)

Re: (INSERT PROJECT NAME) Community Workforce Agreement

Dear Sir or Madam:

Pursuant to Section 9 of the above-referenced Agreement, the undersigned Contractor hereby agrees that it will be bound by and comply with all terms and conditions of the (INSERT PROJECT NAME) Community Workforce Agreement dated _____, 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 when the Contractor is directed by the Project Contractor or its agents to engage in repairs, modifications, check-out, and warranty functions required by their contract with the Project Contractor during the term of the Agreement.

Sincerely,

Contractor: _____

By: _____

Title: _____

Date: _____