

**KCI Airport Single Terminal Project  
LABOR HARMONY AGREEMENT**

This KCI Airport Single Terminal Project Labor Harmony 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 (“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 owner 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.

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 Owner and Developer to meet stated participation goals for the project. Such groups may include minorities, women, and/or KCMO residents.

Kansas City, MO (“City”), who is the Owner of the Project (“Owner”), has established certain requirements and goals for the involvement of Minority and Women’s Business Enterprises (“M/WBE”) in construction projects, and for the inclusion of minority and women in the construction workforce on any City project. See Kansas City, Missouri Municipal Code, Chapter 3, Divisions 2 and 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 only to the construction work required at the Project site.
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 and shall be subject to the costs of damages & impacts suffered by the Project Contractor and its subcontractors and suppliers as a result thereof.
7. No grievances may be brought forward that involve Contractors that have been deemed to be exempt from this Agreement.
8. There will be no lock outs.
9. 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. Such Contractors' total manpower on the Project will be comprised of transfers of its current labor staff (as long as it meets the minority and women in the workforce requirements). Such Contractors will only be compelled to hire through the Union for new hires through the referral clause of this Agreement. Such Contractors will pay wages and fringes in the amounts indicated in the Union(s)' current Collective Bargaining Agreement (CBA). Such Contractors' current labor staff will remain on such Contractors' health plan and retirement plan, continue to pay into those plans and not pay into the Unions' plans.
  - 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.

10. The Contractors shall have the sole right to assign work without regard to jurisdiction and shall do so in accordance with the historical, traditional and customary practices in the KCMO area.

#### 11. Referral

- a. When requested by the Contractors, the Union 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 the 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 Union will refer Targeted Applicants to fulfill Contractors' requests first before any non-Targeted Applicants are referred.

12. M/WBE Participation – In order to ensure adequate involvement of M/WBE contractors on the project as outlined in the Agreement between the City and the Developer, the Project Contractor has determined that a limited exception to the provisions of this Labor Harmony Agreement is necessary. The undersigned parties now therefore agree that:

- a. MWBE firms, who at the time of contract award, are not signatory to a CBA and have contract awards of \$15 million or less are exempt from the terms of this Labor Harmony Agreement,
- b. Employment of exempt M/WBE firms on the project will not invalidate the no strike and/or no work stoppage obligations contained in this agreement. Participation of such firms will not be permitted to trigger a work stoppage of any kind.
- c. Exempt M/WBE firms shall not be entitled to Union referral, Union apprenticeship programs, Union fringe benefits, nor Union representation for any purpose under this agreement,

- d. Exempt M/WBE firms must demonstrate participation in a registered apprenticeship and pre-apprenticeship program,
  - e. Exempt M/WBE firms must satisfy the goals for hiring of Targeted Applicants
  - f. Exempt M/WBE firms must pay their employees in accordance with the prevailing wage determination for the project as issued by the City.
  - g. Any M/WBE contractors who wish to pursue subcontracts valued above \$15 million shall be entitled to compete for and perform such work on the same basis as any other contractor, and shall be subject to the same requirements as any other contractor, including the requirement that they adopt and comply with the terms of this Labor Harmony Agreement.
13. Pre-Apprenticeship Program- In order to fully comply with the City's goals, as outlined in the Agreement between the City and the Developer, for the involvement of minority and women as part of the construction labor force, the Project Contractor, the Unions, the City, Heavy Contractors Association, Builders Association, and the Full Employment Council will develop a pre-apprentice 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. All applicants are to be Targeted Applicants, at least 18 years old, high school diploma or equivalent, drug free (will be subject to drug testing prior to selection),
    - iii. Applications will be reviewed and interviews conducted by a committee consisting of representatives from the Project Contractor, Unions, Kansas City Workforce Board, and other stakeholder agencies selected by the City,
    - iv. The committee will select the individuals to enter the pre-apprentice program,
    - v. The number of applicants selected will be tailored to the type of trades working on the Project,
  - b. The Program
    - i. Exclusively for the KCI Single Terminal Project,
    - ii. Curriculum developed by the Unions and Project Contractor and include on-the-job training and classroom training,
    - iii. Duration of the Program is to be determined during the development of the program,

- 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. Classroom facility to be located at the Project site and provided at the Project Contractor's expense,
- c. Wages
- i. The wages to be paid the pre-apprentices shall not be less than the prevailing minimum wage in KCMO but shall not be greater than the lowest wage for an indentured apprentice on the Project and shall be the same for all pre-apprentices.
  - ii. The wages will be paid by the Contractors on the project with whom the pre-apprentice is employed. The pre-apprentice will be paid while in classroom training.
- d. Administration
- i. Pre-Apprentice coordinator will administer and monitor the pre-apprentices at the jobsite every day. The cost of the Pre-apprentice coordinator will be borne by the Project Contractor.
  - ii. Pre-Apprentice Advisory Committee – consists of representatives from Project Contractor, Unions, Builders Association, Heavy Contractors Association, Kansas City Workforce Board, and other stakeholder agencies selected by the City. The Advisory Committee will upon the recommendation of the Pre-Apprentice Coordinator decide, among other things, pre-apprentice grievances, pre-apprentice employment actions, pre-apprentice graduation.
  - iii. Pre-Apprentice Ratios – Journeymen 4: Apprentice 1: Pre-Apprentice 0.25
  - iv. Graduates from the pre-apprentice program must immediately become indentured in the Unions' apprenticeship programs and employed on the Project.
14. 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 agreement between the City and the Developer, to achieve the workforce participation goals. Such goals are as follows:
- i. Journeymen – [per contract between City and Developer]% minority participation and [per contract between City and Developer]% female participation of total journeyman workhours per each Contractor,
  - ii. Apprentices - [per contract between City and Developer]% minority participation and [per contract between City and Developer]% female participation of total apprentice workhours per each Contractor,
  - iii. Pre-apprentices - Needs to comply with paragraph 13.a.ii. of this agreement.
15. 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.
16. The Term of this Agreement shall begin upon the completion of financing of the Project and notice to proceed from the Owner to the Project Contractor, and shall terminate on the completion of the contractual work of the Project Contractor.
17. The Owner of the Project and the Owner's parents, affiliates and subsidiaries are not a party to this Agreement and are not bound by any article or provision in the Agreement for work that the Owner, its parents, affiliates and subsidiaries may separately perform. This Agreement shall not extend to any of the Project Contractor's nor its subcontractors' parents, subsidiaries, affiliates, etc.
18. 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.
19. This Agreement may be amended or supplemented only by signed consent of the Parties.

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**PROJECT CONTRACTOR:**

**(INSERT PROJECT CONTRACTOR NAME)**

By: \_\_\_\_\_

**UNIONS:**

**BOILERMAKERS #83**

By: \_\_\_\_\_

**BRICKLAYERS/ALLIED CRAFT WORKERS #15**

By: \_\_\_\_\_

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

By: \_\_\_\_\_

**IPIUAT 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) Labor Harmony 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) Labor Harmony 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: \_\_\_\_\_