

PROJECT LABOR AGREEMENT
FOR THE
WASHINGTON STATE CONVENTION CENTER
ADDITION PROJECT

BETWEEN

WASHINGTON STATE CONVENTION CENTER PUBLIC FACILITIES DISTRICT

AND

SEATTLE/KING COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL

THE PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS

April 2017

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE..... 1

ARTICLE 2 - SCOPE OF AGREEMENT 2

ARTICLE 3 - UNION RECOGNITION AND REPRESENTATION..... 5

ARTICLE 4 - HIRING PROCEDURES 6

ARTICLE 5 - MANAGEMENT’S RIGHTS 9

ARTICLE 6 - WORK RULES 9

ARTICLE 7 - HOURS OF WORK, SHIFTS, SHIFTS, OVERTIME, HOLIDAYS..... 10

ARTICLE 8 - NO STRIKE, NO LOCKOUT..... 12

ARTICLE 9 - WAGES AND FRINGE BENEFITS 14

ARTICLE 10 - PROJECT ADMINISTRATION COMMITTEE..... 16

ARTICLE 11 - GRIEVANCE PROCEDURE 17

ARTICLE 12 - PRE-JOB CONFERENCES 18

ARTICLE 13 - JURISDICTIONAL DISPUTES 19

ARTICLE 14 - SUBCONTRACTING..... 20

ARTICLE 15 - SAFETY AND HEALTH..... 20

ARTICLE 16 - APPRENTICESHIP UTILIZATION 21

ARTICLE 17 - PREFERRED ENTRY 22

ARTICLE 18 - HELMETS TO HARD HATS..... 22

ARTICLE 19 - PARKING..... 23

ARTICLE 20 - DRUG-FREE WORKPLACE..... 23

ARTICLE 21 - GENERAL SAVINGS CLAUSE..... 23

ARTICLE 22 - DURATION OF THE AGREEMENT..... 24

ATTACHMENT A – LETTER OF ASSENT 27

ATTACHMENT B – TEAMSTERS 174 LOU 28

ATTACHMENT C – CEMENT MASONS LOU 30

PREAMBLE and DEFINITIONS

This Project Labor Agreement (hereinafter, the "Agreement" or "PLA") is entered into the **21** day of **April**, 2017 by and between the Washington State Convention Center Public Facilities District (hereinafter, the "Owner") and the Seattle/King County Building and Construction Trades Council and the Pacific Northwest Regional Council of Carpenters acting on their own behalf and on behalf of their respective affiliates and members whose names are subscribed hereto and who have, through their duly authorized officers (hereinafter referred to collectively as the "Union(s)" or "Local Union(s)") executed this Agreement with respect to the work as described in Article 2 Scope of Agreement (hereinafter, the "Project").

The Owner will implement this Agreement by including it in the bid documents, contract specifications and other contract documents for work covered by the Agreement as hereinafter defined. Therefore, the Unions agree that other Contractors may execute the Agreement for purposes of covering such work. A PLA Administrator (hereinafter, the "Administrator") chosen by the Owner, and agreed to by the Unions (which shall not be unreasonably withheld), will monitor to ensure compliance with this Agreement by all Contractors who through their execution of the Letter of Assent are covered by the Agreement.

The term "Contractor" includes all construction Contractors and Subcontractors of whatever tier, engaged in construction work within the scope of this Agreement, as provided in Article 2.

The term "GC/CM" refers to the General Contractor/Construction Manager.

The Owner, GC/CM, the Unions 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, except that if the PLA is silent on any issue the local crafts collective bargaining agreement (CBA) shall prevail.

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 the work of any Contractor that is performed at any location other than the Project site as defined in this Agreement.

ARTICLE 1 - PURPOSE

1.1 The Parties to this Project Labor Agreement (PLA) acknowledge that construction of the Washington State Convention Center is important to the continued development of a vibrant downtown corridor. The Parties recognize the need for timely completion of this Project without interruption or delay. This Agreement enhances cooperative efforts between the parties, through establishment of a framework for labor-management cooperation and stability.

1.2 The Owner, Contractor(s) and Unions agree that the timely construction of these Projects will require substantial numbers of employees from construction and supporting crafts possessing skills and qualifications vital to its completion. They will work together to furnish skilled, efficient craft workers to construct the Project.

1.3 The parties desire to stabilize wages, hours and working conditions for craft workers on this project, to encourage close cooperation between the Contractor(s) and Unions for a satisfactory, continuous and harmonious relationship between the parties to this Agreement.

1.4 In recognition of the special needs of this Project and to maintain a spirit of harmony, labor-management peace, and stability, the parties agree to abide by the terms and conditions in this Agreement, and establish effective and binding methods for settlement of misunderstandings, disputes or grievances that may arise. The Contractor(s) 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.

ARTICLE 2 - SCOPE OF AGREEMENT

2.1 This Agreement shall apply and is limited to all new construction as defined in this Article and performed by the GC/CM and Contractors of any tier who have been awarded contracts for such work, covering construction, including rework, and other construction-related activities originating on-site and necessary to the Project as described herein ("Covered Work"). Contractors of every tier who perform Covered Work must agree to accept and be bound by all Agreement terms and conditions, and sign a Letter of Assent (Attachment A) before commencing work. The PLA shall also apply to any art work installed by the Contractors. Any Covered Work defined in RCW 39.12 will be subject to the PLA. The GC/CM shall assure all Contractors who perform Covered Work will comply with this Agreement.

2.2 The Owner will provide project oversight and administration, and enforcement of this Agreement, through dedicated staff or a Third Party PLA Project Administrator, (herein referred to as "Administrator"), to be mutually agreed upon by the Owner and the Unions.

2.3 If the PLA is silent on any issue, the local Collective Bargaining Agreement(s) shall prevail; where there is a conflict, the terms and conditions of this Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking 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 8 (No Strike – No Lockout), Article 11 (Grievance Procedure), and Article 13 (Jurisdictional Disputes) of this Agreement, which shall apply to all such work.

With regard to off-site fabrication and assembly work, the Contractors shall be required to comply with applicable off-site fabrication or assembly provisions in applicable local collective bargaining agreements, in accordance with historical craft jurisdiction. Given the vital importance of the project to the region, the GC/CM and/or Contractor(s) and the Union(s) agree

to discuss any circumstances affecting off-site fabrication contracting or purchases where an accommodation is sought making it necessary to depart from the applicable provisions of a local collective bargaining agreement. The Union(s) will not unreasonably withhold its consent to such accommodations and the Union agrees to install on-site any components fabricated pursuant to the terms of this Article and Section without limitation. The parties will make every effort to keep an open channel of communication to ensure that both parties are fully informed of the facts affecting the substance of this Section. This provision, although not limited to this provision, is subject to Article 11, Grievance Procedure.

2.4 It is understood that this is a self-contained, standalone Agreement and that by virtue of having become bound to this Agreement, neither the GC/CM nor the Contractors will be obligated to sign any other local, area, or national agreements.

2.5 Items specifically excluded from the scope of the Agreement include the following:

- (a) Work of non-manual employees, including but not limited to, superintendents, supervisors, assistant supervisors, staff engineer 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, and all suppliers and vendors who furnish and/or deliver furnished goods.
- (b) Artists performing work that is not subject to prevailing wage. All artwork and installation plans shall be reviewed by the Project Administrative Committee a minimum of sixty days (60) prior to installation.
- (c) Furniture, fixture, and equipment installers retained by the Owner.
- (d) Employers and their Employees controlled by the Owner.
- (e) Employees engaged in any work performed on or near, or leading to or into, the Project site by state, county, city, or other governmental bodies, their retained contractors, or by public utilities or their contractors, or by other public agencies or their contractors.
- (f) Employees engaged in maintenance on owned or leased equipment and on-site supervision of such work.
- (g) Employees engaged in warranty functions and warranty work, and on-site supervision of such work.
- (h) Startup, testing, and commissioning personnel employed by the Contractors or the Owner, laboratory for specialty testing or inspections not ordinarily done by the signatory Local Unions. Where startup, testing, commissioning, adjust and

balance work is covered by signatory Local Union bargaining agreements, it shall be included within the scope of this Agreement.

- (i) All off-site manufacture and handling of materials, equipment, or machinery, except as otherwise noted in Section 2.3 of this Agreement.
- (j) Non-construction support services contracted by the Owner or the Contractors in connection with this Project.
- (k) All employees, sub-consultants, and agents of the design teams or any other consultants of the Owner for specialty testing, architectural/engineering design, and other professional services, not defined in RCW 39.12.

2.6 The Owner or the GC/CM or Contractor, as appropriate, has the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or non-existence of any contracts or collective bargaining agreements between such bidder and any party to this Agreement: provided that, except as provided herein, such bidder shall be willing, ready, and able to execute and comply with this Agreement should it be designated the successful bidder

2.7 It is understood by the parties that the Owner may at any time and in its sole discretion determine to add, modify or delete facilities. If facilities are added to the Project scope, they would be automatically covered by this Agreement.

2.8 The provisions of this Agreement shall apply to the construction of the named Project, notwithstanding the provisions of local, area and/or national agreements which may conflict or differ from the terms of this Agreement. Where a subject covered by the provisions of the Agreement is also covered by a conflicting provisions of a collective bargaining agreement, the provisions of this Agreement shall prevail.

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

2.10 It is agreed that all contractors, who have been awarded contracts for work covered by this Agreement shall be required to accept and to be bound by the terms and conditions of this Agreement, and shall evidence their acceptance by the execution of a Letter of Assent, prior to the commencement of work. A signed copy of the Letter of Assent executed by the Contractor shall be immediately transmitted to the signatory Local Unions prior to the dispatch of employees to the job site.

2.11 The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the Owner, GC/CM, or any Contractor(s).

2.12 None of the provisions of this Agreement shall apply to the Owner and nothing contained herein shall be construed to prohibit the Owner or its employees from performing their routine work on the Project site. As areas and systems of the Project are inspected and construction tested and accepted by the Owner, the Agreement shall have no further force or effect on such

items or areas, except when the Contractor is directed by the Owner to engage in repairs, modifications, checkout and/or warranty functions required by the construction contract.

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

2.14 All inspection of incoming shipments of equipment, apparatus, machinery and construction materials of every kind shall be performed at the sole discretion of the Owner, GC/CM or Contractors by persons of their choice

2.15 The Owner, GC/CM or Contractors shall have the right to have equipment, apparatus, machinery, and construction materials of every kind delivered to the jobsite by persons of their choice.

2.16 This Agreement does not apply to the co-development work at the Project, which is anticipated to consist of residential and/or commercial towers that will be north of Olive Street.

ARTICLE 3 - UNION RECOGNITION AND REPRESENTATION

3.1 The Contractor(s) recognize the signatory 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. This sub-section shall not alter the preexisting legal status of any bargaining relationship between any individual Contractor and signatory Union.

3.2 Authorized representatives of the Unions shall have reasonable access to the Project, provided they do not interfere with the work of employees, and further provided that such representatives fully comply with the visitor, safety and security rules and any environmental compliance requirements established for the Project, which shall be available for review by the Project Administrative Committee (as described in Article 10). It is understood that because of the scope of the Project and the type of work being undertaken, all visitors will be required to check in and may be limited to certain times or areas. They may also be required to be accompanied at all times while on the Project Site. However, in such circumstances, project workers shall be allowed to confer privately with their authorized Union representatives. The Contractors recognize the right of access set forth in the Section and such access will not be unreasonably withheld from an authorized representative of the Union.

3.3 The Unions signatory hereto shall have the right to designate a Steward for each Contractor signatory with that craft type, one (1) working journeyman as Steward for all related craft personnel, who shall be recognized as the Union's representative for a signatory hereto. Such designated Stewards shall be a qualified worker assigned to a crew and shall perform the work of their craft. Under no circumstances shall there be a non-working Steward on the Project.

3.4 The working Steward will be paid at the applicable prevailing wage rate for the job classification in which he/she is employed.

3.5 The Union may appoint a Steward for each shift, should multiple shifts be utilized.

3.6 A Steward for each craft of the signatory Unions employed on the Project shall be permitted on the Project site at all times. They shall not be subjected to discrimination or discharge on account of proper Union activities. The Unions agree that such activities shall not unreasonably interfere with the Steward's work for the Contractor or its Sub-contractors.

3.7 It is recognized by the Contractor that the employee selected as Steward shall remain on the job as long as there is work within their craft for which they are qualified, willing and able to perform. The Contractor shall be notified in writing of the selection of each Steward. The Contractor shall be responsible for notifying the Unions prior to terminating a Steward as follows:

For Cause or Voluntary Quit As soon as possible after it becomes known to the Contractor either by telephone call or electronic means.

Reduction in Force 48 Hours prior written notice

3.8 The Steward may not cause or encourage work stoppage, and, if instigating such action, will be subject to discipline by the Contractor, and/or the Contractor's Sub-contractors, up to and including discharge or/and removal from the Project.

3.9 The Steward's duties shall not include hiring and termination, nor shall he/she cause any interference with work progress.

3.10 The Steward shall be given the option of working all reasonable overtime within his/her craft and shift providing he/she is qualified to perform the task assigned.

3.11 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 the personnel employed by any other employer not a party to this Agreement, provided that in the event a Union believes Owner personnel are performing work covered by this Agreement, the Owner/Administrator will be notified immediately in order to seek resolution.

ARTICLE 4 - HIRING PROCEDURES

4.1 The Contractor(s) 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 this Article.

4.2 For Local Unions now having a job referral system, the Contractors agree to comply with such system and it shall be used exclusively by the GC/CM and its subcontractors. Such job referral system will be operated in a non-discriminatory manner and in full compliance with federal, state, and local laws and regulations that require equal employment opportunities and non-discrimination, and referrals shall not be affected by obligations of union membership or the lack thereof. The Contractors may reject any referral for any lawful nondiscriminatory reason, provided they comply with Section 7.9 regarding reporting pay.

4.3 Upon referral or dispatch from a Union, "turnaround" or refusal of any worker by the Contractors, requires a written explanation (which can be by email) containing specific information establishing the basis for turnaround from the Contractor, which shall be communicated from the Contractor to the Administrator (subject to the limitations of law) and affected Union within 48 hours.

4.4 In the event that Local Unions are unable to fill any request for employees within forty eight (48) hours, excluding Saturdays, Sundays and holidays, 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 prior to the commencement of work, and such applicant will have seven (7) days to join the Local Union

4.5 Failure of an employee to pay or tender fees or dues as required by this Article shall, upon written request of the Union in writing, result in immediate termination of such employee.

4.6 The parties recognize the Owner's commitment to provide opportunities to participate on the Project to business enterprises which may not have previously had a relationship with the Unions signatory to this PLA. To ensure that such enterprises will have an opportunity to employ their "core" employees on this Project, the parties agree that in those situations where any contractor, not a party to a current collective bargaining agreement with the signatory Union having jurisdiction over the affected work is a successful contractor, such Contractor, or their Sub-Contractor, may request by name, and the Local will honor, up to a maximum of three (3) designated core employees, provided that the Contractor first demonstrate that those persons possess the following qualifications:

- (a) Possess any license required by state or federal law for the project work to be performed;
- (b) Have worked a total of at least one thousand (1000) hours in the construction craft during the prior two (2) years;
- (c) On the Contractor's active payroll for at least sixty (60) out of one hundred eighty (180) calendar days prior to the contract award;
- (d) Have the ability to perform the work safely.
- (e) The Contractor shall provide detailed documentation at the pre-job conference identifying their Core Employee on the project and their scope of work and submit certified payroll data to verify that the worker meets the required definition, redacted as appropriate. The Administrator shall monitor Contractor compliance with this Core Employee definition.

4.7 Core employees who meet the aforementioned qualifications will be dispatched as follows:

(a) The Contractor or Sub-contractors may request by name, and the Union will honor by referral, up to a maximum of three (3) designated core employees on an alternating basis with the Contractor or its Sub-contractors selecting first.

- Core Employee
- Union Referral
- Core Employee
- Union Referral
- Core Employee
- Union Referral

All subsequent referrals will be through the respective Union hiring hall.

(b) It is agreed that specific terms and conditions governing hiring and assignment of Union workers in supplement to small Contractors existing Core Employees (who would be displaced by the local referral procedure) may be negotiated jointly by the Contractor and applicable local Union.

(c) For the duration of the Contractor's work the ratio of "Core" employees to hiring hall referrals shall be maintained and when the Contractor's workforce is reduced, employees shall be reduced in the same ratio as was applied in the initial hiring.

(d) If the Administrator concludes that a Contractor is attempting to circumvent the hiring provisions of this PLA by misclassifying any of its employees as supervisors or foremen the Contractor shall forfeit their right to employ "Core" employees on this project.

(e) No "Core" employee covered by this PLA shall be required to join any Union as a condition of being employed on the Project; provided, however, that an employee who is a member of the referring Union at the time of the referral shall maintain that membership in good standing while employed under the PLA. All Core employees not currently a member of the appropriate Union signatory to this PLA shall, however, be required to pay a representational fee equal to 94% of the regular dues of the appropriate Union, for the period during which they are performing on-site work. The Contractors agree to deduct Union dues or representation fees, whichever is applicable, from the pay of any employee who executes a voluntary authorization for such deductions and to remit the dues or fees to the Union(s).

4.8 The selection of craft foremen and/or general foremen and the number of such foremen and/or general foremen required shall be entirely the responsibility of the Contractors. Craft foremen shall be designated working foremen at the request of the Contractors. Craft workers covered by this Agreement will, in the normal day-to-day operations, take their direction and supervision from their foreman.

4.9 Except as required by law, the Local Unions shall not knowingly refer an employee currently employed by any Contractor working under this PLA to any other Contractor.

ARTICLE 5 - MANAGEMENT'S RIGHTS

5.1 Subject to the terms of this PLA, Contractors retain full and exclusive authority for management of their operations. Except as limited by this Agreement, Contractors shall direct their working forces at their prerogative, including, but not limited to hiring, promotion, transfer, lay-off or discharge for just cause; the selection of foremen and general foremen; the assignment and scheduling of work; the promulgation of reasonable work rules which shall be provided prior to being implemented to the Project Administrative Committee (as described in Article 10); 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 shall be permitted or observed which limit or restrict production or efficiency, or limit or restrict the working efforts of employees

5.2 The GC/CM and the Contractors may, in their sole discretion, utilize the most efficient method or techniques of construction, tools, or other labor saving devices. There shall be no limitations upon the choice of materials or design, nor shall there be any limit on production by workers or restrictions on the full use of tools or equipment. There shall be no restriction, other than may be required by safety regulations, on the number of employees assigned to any crew or to any service.

5.3 The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth. The GC/CM and the Contractors therefore retain all legal rights not specifically covered by this Agreement

5.4 Except as otherwise expressly stated in this Agreement, there shall be no limitation or restriction upon the Owner, the GC/CM, or the Contractor's choice of materials or design, or, regardless of source or location, upon the full use and installation and utilization of equipment, machinery, package units, pre-casts, pre-fabricated, pre-finished, or pre-assembled materials, tools, or other labor saving devices. The Owner, the GC/CM or the Contractors may without restriction install or otherwise use materials, supplies, or equipment regardless of their source. The on-site installation or application of such items shall be generally performed by the craft having jurisdiction over such work. Provided, however, it is recognized that other personnel having special talents or qualifications may participate in the installation, check-off, or testing of specialized or unusual equipment. If there is any disagreement between a Contractor and the Union concerning the manner or implementation of such device or method of work, the implementation shall proceed as directed by the Contractor and the Union shall have the right to grieve and/or arbitrate the dispute as set forth in Article 11 of this Agreement.

ARTICLE 6 - WORK RULES

6.1 Employment begins and ends at the jobsite. All workers for this project shall be dispatched.

6.2 Employees shall be at their place of work at the designated starting time and shall remain at their place of work until the designated quitting time. Place of work shall mean gang boxes, change shacks or other designated tool storage areas or at assigned equipment. Employees shall

remain on the Project and at their place of work through the work day except during breaks and lunch, at which time employees may access vending areas or snack trucks.

6.3 There shall be no limit on production by workers nor restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trade and shall work under supervision of craft foremen. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations: provided, however, legitimate manning practices that are a part of national and/or local agreements shall be followed.

6.4 Security procedures for control of tools, equipment and materials are solely the responsibility of the GC/CM and Contractors. Employees having any company property or property of another employee in their possession without authorization are subject to immediate discharge. The Contractors will be responsible for the establishment of reasonable job security measures for the protection of personal company and client property.

6.5 Slowdowns, standby crews and featherbedding practices will not be tolerated.

6.6 The Owner or the Contractor(s) may establish reasonable Project rules, as they deem appropriate and not inconsistent with this Agreement, however, such rules shall be subject to review by the Project Administration Committee. These rules will be explained at the pre-job conference and posted at the Project site by the GC/CM and may be amended thereafter as necessary with notice to the Unions. Failure to observe these rules and regulations by any employee may be grounds for discipline, including discharge.

ARTICLE 7- HOURS OF WORK, SHIFTS, SHIFTS, OVERTIME, HOLIDAYS

7.1 Hours of Work:

The standard workday shall consist of eight (8) hours of work scheduled between 6 a.m. and 6 p.m. with one-half hour designated as an unpaid period for lunch. The starting time may be different (staggered) on a crew basis. The standard workweek shall be five (5) days of work, Monday through Friday. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week. Notification of change in the hours of regular work schedule will be given to the Union in writing three (3) calendar days prior to implementation.

7.2 The GC/CM, per local collective bargaining agreement, may elect to work a four-ten-hour day schedule ("4/10") Monday through Thursday or Tuesday through Friday. Ten hours, between 6:00 a.m. and 6:00 p.m. shall constitute a workday on a 4/10-hour schedule. Any 4/10 schedule must be worked a minimum of one week.

7.3 Overtime:

All hours worked in excess of eight (8) hours per day or in excess of ten (10) hours daily on a four-ten-hour day schedule, forty (40) hours per week, or outside of regular

shift, and Saturday and Sunday shall be paid in accordance with applicable State prevailing wage requirements. There shall be no pyramiding of overtime pay.

7.4 Holidays

Recognized holidays under this Agreement shall be celebrated on the date the holiday is celebrated by the State of Washington. Holidays shall be paid in accordance with the State prevailing wage code and recognized as follows:

1. New Year's Day (January 1)
2. Martin Luther King Jr Birthday (Third Monday of January)
3. Memorial Day (Last Monday of May)
4. Fourth of July
5. Labor Day (First Monday of September)
6. Thanksgiving (Fourth Thursday of November)
7. Post-Thanksgiving Friday (Friday immediately following Thanksgiving Day)
8. Christmas (December 25)

There are no paid holidays. If employees are required to work on a holiday, they shall receive the appropriate overtime rate as established by applicable State prevailing wage requirements.

7.5 Shifts:

Shift work may be performed at the option of the Contractor upon three working days prior written notice to the Unions and the PLA Administrator, 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 (or ten hours under a 4-10 schedule per 7.2) exclusive of a one-half (1/2) hour non-paid lunch period and shall be paid at the applicable craft rate of pay.

7.6 Meal Period:

Workers shall not be required to work more than five hours from the start of the shift without at least one-half hour unpaid uninterrupted break for lunch. This lunch period shall not begin earlier than three and one-half hours after the start of the shift. In the event that the Contractor establishes a ten-hour shift, the meal periods shall be at mid-shift. The worker meal periods may be staggered on an individual basis.

- (a) If a craft worker is required to work more than five hours before breaking for lunch, they shall be paid one-half hour at the applicable overtime rate and shall eat their lunch on company time.
- (b) An in lieu of payment equal to an hour of applicable overtime pay may be provided in lieu of lunch.
- (c) Craft workers required to work more than two hours after the end of an eight-hour shift and one hour after a ten-hour shift shall be furnished a meal and paid one-half hour at the applicable wage rate and every five hours thereafter a craft worker shall be

given time for a meal. Mealtime shall be paid at the applicable overtime rate and adequate lunch shall be provided by the Contractor at the job site.

- (d) An in lieu of payment equal to an hour of applicable overtime pay may be provided in lieu of a second lunch.

7.7 Rest Facilities:

Adequate sanitary and restroom facilities will be provided at the work location to allow workers to wash-up before and after their meal. The Contractor shall furnish warm, dry, lighted rooms of ample size equipped with heat for drying clothes and with benches and tables for use during meal periods. These are to be situated close to the site of the work and shall not be used for storage of materials or equipment.

7.8 Reporting to Work Pay:

Any worker who reports for work (except when given notification not to report to work 2 hours prior to shift), and for whom no work is provided, shall receive two (2) hours pay. Any worker who reports for work and for whom work is provided, shall be paid for actual time worked but not less than four (4) hours. If the job is shut down because of adverse conditions that prevent work and are beyond the control of the Contractor, workers shall be paid for actual time worked but not less than two (2) hours. Procedures for the Contractor to use to cancel work shall be agreed upon at the pre-job conference.

7.9 It will not be a violation of the Agreement when the GC/CM considers it necessary to shut down the project in whole or in part to avoid the possible loss of human life because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the GC/CM or its Contractor(s) requests employees to stand by, the employees will be compensated for the standby time as per the applicable prevailing wage determination.

7.10 Sick Leave.

Employees of a Contractor who are covered by a collective bargaining agreement which contains a waiver of the provisions of the Seattle Paid Sick Time and Paid Safe Time Ordinance, Seattle Municipal Code Chapter 14.16, and their signatory employer, shall continue to be governed by such waiver.

ARTICLE 8 - NO STRIKE, NO LOCKOUT

8.1 During the term of this PLA there shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason by the Union, its applicable Local Union or by any employee, and there shall be no lockout by the Contractor. Failure of any Union, Local Union or employee to cross any picket line established at the Project site is a violation of this Article.

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

8.3 Neither the Union nor its applicable Local Union shall be liable for acts of employees for whom it has no responsibility. The International Union General President or Presidents will immediately instruct, order and use the best efforts of his office to cause the Local Union or Unions to cease any violations of this Article. An International Union complying with this obligation shall not be liable for unauthorized acts of its Local Union.

The principal officer or officers of a Local Union will immediately instruct, order and use the best efforts of his office to cause the employees the Local Union represents to cease any violations of this Article. A Local Union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the GC/CM or Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

8.4 In the event of any work stoppage, strike, picketing or other disruptive activity in violation of this Article, the GC/CM may suspend all or any portion of the Project work affected by such activity at the GC/CM's discretion and without penalty.

8.5 There shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity affecting the Project site during the duration of this PLA. Any Union or Local Union which initiates or participates in a work stoppage in violation of this Article, or which recognizes or supports the work stoppage of another Union or Local Union which is in violation of this Article, agrees as a remedy for said violation, to pay liquidated damages in accordance with Section 8.6 of this Article.

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

- A. The permanent Arbitrator agreed upon to resolve disputes under this Article is Michael Cavanaugh, and the alternates are Tim Williams, Joe Duffy and Katie Whalen. In the event that the permanent Arbitrator is unavailable at any time (e.g. – unable to hear the dispute within 24 hours), the alternates shall be contacted to determine which is able to hear the case. Notice to the Arbitrator shall be by the most expeditious means available, with notice by facsimile, email or any other effective written means, to the party alleged to be in violation and the International Union President and/or Local Union.
- B. Upon receipt of said notice, the Arbitrator shall set and hold a hearing within twenty-four (24) hours if it is contended the violation still exists.
- C. The Arbitrator shall notify the parties by email, facsimile, or any other effective written means, of the place and time he or she has chosen for this hearing. Said hearing shall be

completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.

- D. The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The award shall be issued in writing within three (3) hours after the end of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of the award. The Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.
- E. Such award may be enforced by any court of competent jurisdiction upon the filing of this PLA and all other relevant documents referred to herein above in the following manner. Facsimile or expedited mail or personal service of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's award as issued under Section 6 of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address by registered mail.
- F. Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance therewith, are hereby waived by parties to whom they accrue.
- G. The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.
- H. If the Arbitrator determines that a work stoppage has occurred in accordance with Section 8.6 d above, the party or parties found to be in violation shall pay as liquidated damages the following amounts: For the first shift in which the violation occurred, \$10,000; for the second shift, \$10,000; for the third shift, \$10,000; for each shift thereafter on which the craft has not returned to work, \$10,000 per shift. The specific damages in this Section shall be paid to the Owner. The Arbitrator shall retain jurisdiction to determine compliance with this Section and Article.

8.7 The procedures contained in Section 8.6 through 8.6 (h) shall be applicable to violations of this Article. Disputes alleging violation of any other provision of this PLA, including any underlying disputes alleged to be in justification, explanation or mitigation of any violation of this Article, shall be resolved under the grievance adjudication procedures of Article 11 Grievance Procedure.

8.8 The Owner, Administrator and GC/CM are each a party of interest in all proceedings arising under this Article and Articles 11 and 13 and shall be sent copies of all notifications required under these Articles and shall initiate or participate as a full party in any proceeding initiated under this Article.

ARTICLE 9 - WAGES AND FRINGE BENEFITS

9.1 All employees covered by this Agreement shall be classified in accordance with work performed and paid the hourly wage rates for those classifications in compliance with the

applicable prevailing rates as required by Chapter 39.12 of the Revised Code of Washington, as amended. This requirement applies to laborers, workers and mechanics, employed by the GC/CM and its Contractors, or by any other person who performs a portion of the work contemplated by this Agreement and that is covered by the terms hereof.

9.2 The GC/CM and all Contractors will recognize the applicable State Prevailing Wage Rate Determinations as the minimum rates to be paid to all craft employees, including general foreman, foreman and apprentices during the life of the project. Further, Contractor(s) will recognize all changes of wages and fringes on the effective date(s) of the individual craft local collective bargaining agreement. It is further agreed that any retroactive increases will be recognized provided it is part of the negotiated settlement.

9.3 Wage rates become effective the first full payroll period following the effective date. Wages shall be paid weekly on a day and in a manner per the local collectively bargained agreement. Workers being discharged shall be paid at the time of dismissal. Employees who quit shall be paid on the next regular pay day by mail to their last known address unless such employee gives adequate notice to do otherwise.

9.4 In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for determination to the Director of the Department of Labor and Industries of the State of Washington.

9.5 The GC/CM and Contractor(s) adopt and agree to be bound by the written terms of the applicable legally established trust agreements, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds.

9.6 If any Contractor is delinquent in any Trust Fund contributions required for work on the Project, the Union or the Trust Fund shall first make every effort to resolve the delinquency. After all efforts, have been exhausted, the Union or Trust Fund shall provide timely notification to the Owner, the Administrator and the Contractor(s), together with all documentary evidence of the delinquency endorsed by the Fund. Upon such notification, the Administrator, the GC/CM and the Contractor(s) will attempt to resolve the delinquency among its Contractor, the Union and the Fund. If the delinquency is not resolved within ten (10) days thereafter, the GC/CM and Contractor(s) shall withhold an amount to cover the delinquency from any retained funds otherwise due and owing to the Subcontractor and shall not release such withholding until the Subcontractor is in compliance. If the delinquent amounts are undisputed in whole or in part between the Trust Fund and the delinquent Contractor, the Contractor(s) shall issue a joint check to the Fund and the delinquent Contractor in the amount of the undisputed delinquency.

9.7 Delinquent Wage Payment/Wage Payment not compliant with Prevailing Wage and Benefits:

The parties recognize that the timely payment of prevailing wages is key to a stable and productive workforce. It is important that, in the unforeseen event of delinquent wage payments or payments below the prevailing wage, the parties will work to resolve the issues at the earliest possible time.

- **Notification:** In the case of delinquent wage/benefit payment, whether by non-payment or bad check, the GC/CM, the Contractor, appropriate craft trades union, the Seattle King County Building Trades, the Pacific Northwest Regional Council of Carpenters, and the Administrator shall be notified immediately. These parties agree to meet within two (2) working days of notification to address the wage/benefit delinquency issues.
- **Joint Check:** Upon notification, arrangements shall commence for payroll/benefit payment to be covered by jointly issued check in the next payroll/benefit payment period. Extended utilization of the joint check protocol will be determined as part of the "Corrective Action Plan."
- **Corrective Action Plan:** In the event of multiple offenses by the same Contractor, the Administrator will prepare, after receiving input from the parties, a mutually agreed upon "corrective action plan" to avoid any further delinquency of wage/benefit payments. The corrective action plan shall include the time period for which the corrective action will remain in effect.

9.8 Penalty:

In the event a Contractor is delinquent in making payroll, the penalty provision in the applicable local bargaining agreement shall apply.

ARTICLE 10 - PROJECT ADMINISTRATION COMMITTEE

10.1 The parties to this PLA hereby recognize the necessity of cooperation and the elimination of disputes, misunderstandings or unfair practices on the part of any party, and to secure this end, it is hereby agreed that a Project Administrative Committee (PAC) shall be established to be comprised of the Contractor's representatives, the Unions party to the PLA, a representative of the Building Trades Council, the Pacific Northwest Regional Council of Carpenters, and the Owner's PLA Administrator who shall meet at the Building Trades Council's office (or as otherwise mutually agreed) according to a mutually agreeable monthly schedule. Representatives of Contractors, at every tier level, may also be required to attend PAC meetings, as determined by the PLA Administrator. The Owner's PLA Administrator shall serve as the chair of the PAC. The Unions shall at such meetings present facts concerning any violations of any part of the PLA by the Contractors or its Sub-contractors. Additionally, the Unions agree to notify the Owner's PLA Administrator upon discovery of a potential violation of this PLA. They shall also bring up any practice by the Contractors which in their opinion might lead to a misunderstanding or dispute between the parties. The Contractors shall bring in any complaints regarding failure of any employee or employees, or of the Unions to carry out any and all provisions of the PLA. The PLA Administrator, with input from the Unions and GC/CM, shall determine whether matters brought forward to the PAC shall be dealt with at the PAC or elsewhere.

10.2 Any agreement or resolutions reached pursuant to the preceding paragraph shall not supersede, alter, modify, amend, add to or subtract from this Agreement unless specifically expressed elsewhere in this Agreement. Prior to being effective any amendments or revisions to this PLA shall be in writing and signed by all the parties hereto. The Owner must be in agreement with and signatory to any changes.

10.3 All parties' signatory to this PLA acknowledge the importance of attendance and active support of the PAC and agree to participate in the meetings as their responsibility on the Project requires.

10.4 The PAC shall meet as required, but not less than once each month, to review the operation of the PLA.

10.5 This PAC shall be convened within 48 hours on an emergency basis at the request of any party to the PLA.

10.6 The Owner and the PLA Administrator shall be a party in interest and shall be sent contemporaneous copies of all notifications required under this article, and at their option, shall initiate or participate as a full party in any proceeding initiated under this Article.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.1 This PLA 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.

11.2 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.

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

- (a) Step 1. When any employee subject to this Agreement feels he or she is aggrieved by violating this Agreement, he or she, through his or her local union business representative shall, within ten (10) working days after the occurrence, or had knowledge of or should have known of the alleged violation, give written notice (email) 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 and the work-site representative of the involved Contractor and the GC/CM shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Administrator) when the meeting concluded 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. Should the Local Union(s) or the GC/CM 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 step 2 as outlined for the adjustment of an employee complaint.

- (b) Step 2. The International Union Representative or designee 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. Meeting minutes shall be kept by the Contractor. If the parties fail to agree, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) working days thereafter.
- (c) Step 3. If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) working days, that the grievance be submitted to a mutually agreed upon Arbitrator. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they cannot do so, they shall request the American Arbitration Association to provide them a list of arbitrators from which they Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).
- (d) Failure of the grieving party to adhere to the time limits established 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 step where the extension is agreed upon. The Arbitrator shall have the authority to decide only 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.

11.4 The Administrator and GC/CM 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 12- PRE-JOB CONFERENCES

12.1 Each Contractor will be required to attend a pre-job conference with the Seattle Building and Construction Trades Council and the applicable Union(s) a minimum of two weeks prior to the commencement of work, including any additions or expansion of the original scopes on the Project. The purpose of this pre-job conference is to promote communication and provide the parties an opportunity to review the work prior to the start of construction, exchange contact information, and make trade assignments. All contractors will be required to arrange such a Pre-Job Conference through the Administrator. The Contractor(s) will submit to the Administrator in advance of the Pre-Job Conference the following completed documents: Proposed Trade Assignment, Core Employee List and New Employee Report. The Administrator will chair the meeting and the CM /GC will be advised in advance of all such conferences and shall participate. At this meeting, competing Unions (if any) may present evidence in support of their jurisdictional claims to the Contractor. Any Union in disagreement with the proposed assignment shall notify the Contractor of its position in writing, with a copy to the Administrator,

within seven (7) calendar days thereafter. Within seven (7) calendar days after the period allowed for the Union notice of disagreement with the Contractor's proposed assignments, but prior to the commencement of any work, the Contractor shall make final written work assignments to the Unions with a copy to the Administrator.

12.2 After attending a Pre-Job Conference once, a Contractor winning a second, and separate contract on the Project, or an addition or expansion of the original contract that does not materially change the type of work performed by the Contractor, may submit a waiver request to the Administrator, waiving the requirement to attend future Pre-Job Conferences when they are performing the same scope of work. The Administrator and Unions will mutually agree upon granting any such waivers.

12.3 The GC/CM and any of its sub-contractors who fail to hold such a pre-job conference prior to commencement of work shall be considered in violation of the PLA. The appropriate Building Trades Council and/or Pacific Northwest Regional Council of Carpenters representative shall immediately advise the Administrator of any failure to comply with this Article, and the Administrator will take corrective action.

ARTICLE 13 - JURISDICTIONAL DISPUTES

13.1 The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the Plan) or any successor Plan.

13.2 All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions, the Pacific Northwest Regional Council of Carpenters, parties to this PLA, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this PLA.

13.3 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractors assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

13.4 Each Contractor will be required to conduct a pre-job conference, see Article 12.

13.5 Any award or resolution made pursuant to this procedure, shall be final and binding on the disputing Unions and the involved Contractor under this PLA 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 PLA. In all disputes under this Article, the Contractor shall be considered a party in interest.

ARTICLE 14 - SUBCONTRACTING

14.1 The GC/CM and Contractor(s) agrees that neither will subcontract any Covered Work to be done on the Project (as provided in Article 2) except to a person, firm or corporation who is, or agrees to become party to, this PLA.

14.2 If a Building Trades Union that traditionally represents construction employees in the geographic area of the Project chooses not to become signatory to this Agreement, the Owner and/or GC/CM, and signatory Unions shall utilize one or both of the following options to ensure that work may be claimed by the non-signatory Union ("claimed work") is completed without disrupting the Project:

- (a) The signatory Unions will provide the GC/CM and Contractor(s) who become signatory to this Agreement with the appropriate workforce to perform the claimed work. The wage and fringe benefit package for such work shall be in the current wages and benefits established and maintained in the appropriate Collective Bargaining Agreement.
- (b) The GC/CM and Contractor(s) may utilize any subcontractor to perform claimed work, except that if such subcontractor is party to an agreement with the non-signatory Union, such Union must agree in writing to abide by Article 13, Jurisdictional Disputes, and Article 8, No Strike, No Lockout, for the sub-contractor to be awarded work under this Agreement. Such sub-contractor may utilize its existing workforce and wage and benefit package. Such sub-contractors shall be required to agree in writing to be bound to and abide by this Article, Article 8, No Strike, No Lockout, and Article 13, Jurisdictional Disputes. No other provision shall apply to such contractors unless required by the GC/CM.

ARTICLE 15 - SAFETY AND HEALTH

15.1 The GC/CM, Contractors and the Unions signatory to this Agreement will form a Joint Labor/Management Safety Committee that shall be incorporated into the Project Administrative Committee. At this meeting reports will be given on safety programs instituted by the PLA Administrator, the GC/CM and the individual contractors on the Project site and to discuss and advise such parties of the PLA with regard to recommended safety programs and procedures in order to maintain the highest level of occupational safety possible on the Project Site.

15.2 It shall be the responsibility of the GC/CM and each Contractor(s), to ensure safe working conditions, and employee compliance with all applicable provisions of State and Federal laws and regulations including the Occupational Safety and Health Act of 1970 as amended. It is understood that 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/

15.3 The GC/CM and Contractor(s) shall provide a convenient and sanitary supply of drinking water, cooled in the summer months, and sanitary drinking cups.

15.4 The GC/CM and Contractor(s) shall provide adequate sanitary toilet facilities, water and clean up facilities for the employees. Dry shacks for breaks and employee's personal equipment storage shall be per the local CBAs.

15.5 Violators of the safety program will be subject to termination for cause and may be rehired after 90 days.

15.6 All required safety equipment shall be provided by the GC/CM and Contractor(s).

ARTICLE 16 - APPRENTICESHIP UTILIZATION

16.1 The parties recognize the need to maintain continuing support of apprenticeship programs designed to develop adequate numbers of competent workers in the construction industry. Such programs enable workers to enter the labor pool fully qualified to earn a family wage on construction jobs. The Unions agree to support and to enhance such programs to provide training and job opportunities to these new work force entrants. The Contractors will employ apprentices in their respective craft to perform work customarily performed by the craft in which they are registered and within their capabilities.

16.2 Apprenticeship Requirements and Utilization Goals

Consistent with any restrictions contained in applicable state or federal law and regulations, including those governing equal employment opportunity, prevailing wage and apprenticeship requirements and limitations, the parties will jointly use good faith efforts to meet or exceed the following project requirement for apprenticeship utilization:

(a) The Contractors at all tier levels shall be required to make good faith efforts to achieve a requirement of 15% of all labor hours ~~per craft~~ to be performed by apprentices on their particular contract or subcontract.

(b) "Good faith efforts" means the strongest possible efforts that can reasonably be made to meet or exceed the established apprentice goals.

(c) The parties commit to working collaboratively and using their best efforts to achieve the diversity represented in the community working on this Project. The Unions commit to refer female and minority candidates to meet or exceed the goals stated below, as per Contractor request. The parties will regularly meet in an effort to find ways to increase the number of females and minorities on the Project, and to mutually determine whether goals can be adjusted higher. The following identifies the diversity goals for this project:

Minorities	15%
Women	8%

These goals may be increased during the Project as additional opportunities become available.

16.3 Development of a Skilled Construction Workforce

The Owner supports the development of a skilled construction workforce through appropriate apprenticeship and training organizations, particularly for minorities, women and others facing significant employment barriers. The Owner also supports pre-apprenticeship and other programs such as Apprenticeship and Nontraditional Employment for Women and Men (ANEW), YouthBuild, PACE, Pacific Northwest Ironworkers Pre-Apprentice, and Helmets to Hard Hats in their goals to assist workers with particular barriers or other any program that is recognized by Washington State and is mutually agreed to by the parties at a future date. The parties further agree to explore other means of meeting and exceeding the above goals, expand pathways to livable wage jobs and careers in the construction industry for community residents, through apprenticeship programs.

16.4 Apprentice Utilization Plan

The Contractors shall prepare and submit a plan for participation of SAC-registered apprentices to the Owner at the pre-job conference. The Contractor shall estimate the total contract labor hours to be worked on the construction contract awarded to it and shall establish the anticipated apprenticeship participation by craft and hours. Diversity goals for the use of apprentices are identified in Section 16.2 (c) of this Article.

ARTICLE 17 - PREFERRED ENTRY

The parties agree to construct and expand pathways to livable wage jobs and careers in the construction industry for community residents through collaborative workforce development systems involving community-based training providers and Union-based apprenticeship programs. The purpose of such a program is to facilitate a workforce reflective of the diversity of the Region's population. The details of any potential Preferred Entry program will be agreed upon by the parties prior to the start of the program. The parties are supportive of preferred entry for apprentices that come out of federally certified and tribal programs.

ARTICLE 18 - HELMETS TO HARD HATS

18.1 The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment ("Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

18.2 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. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE 19 - PARKING

19.1 The parties recognize the potential impact on traffic in downtown Seattle if all of the workers needed on the Project drive to work. As such, the parties are committed to finding ways to facilitate employees using mass transit and other such alternatives, including reduced cost transit passes. The parties commit to work together in good faith to find such alternatives, and make Project workers aware of them.

19.2 Employee parking shall be designated by the Owner in a Convention Center Parking Garage which shall be made available at no cost for workers who are employed at the jobsite. It is understood that there may be days each year when the garage is full due to a large event at the Convention Center. The Owner or GC/CM shall provide advance notification whenever it knows the garage will be full. When the garage is full, and the Owner is unable to provide an alternative arrangement within three City blocks or 1200 feet at no cost to employees, the Owner/Contractor will reimburse alternative parking up to a maximum reimbursement of \$20.00, or as otherwise provided in a local collective bargaining agreement.

ARTICLE 20 - DRUG-FREE WORKPLACE

20.1 The parties recognize the importance of a drug-free workplace. Each Contractor will be required to comply with the provisions of their applicable local bargaining agreement. Any Contractor not party to a local bargaining agreement will be required to have a program that is acceptable to the GC/CM.

20.2 The Owner and the GC/CM reserve the right to utilize a Project-wide drug and alcohol testing program, and require all Contractors and their employees to comply with a site-wide Drug and Alcohol program. Any such program shall be reviewed with the Unions and mutually agreed upon prior to implementation.

20.3 Any employee who reports for work under the influence of alcoholic beverages or non-prescribed drugs, or who reports to the jobsite with alcoholic beverages or non-prescribed drugs, shall be subject to immediate termination and/or removal from the project. If that occurs, the Contractor shall notify the affected Union in writing (which may be by email) within 24 hours.

ARTICLE 21- GENERAL SAVINGS CLAUSE

21.1 If any article or provisions of this Agreement shall be declared invalid, inoperative or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the Federal or any State government (including such authorities as established within Project enabling legislation referred to under Article I within this Agreement). The Contractors and the Union shall suspend the operation of such article or provision during the period of its invalidity and shall substitute, by mutual consent in its place and seal an article or provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the article or provision in question.

If any article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the

remainder of this agreement or the applications of such article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

ARTICLE 22- DURATION OF THE AGREEMENT

22.1 This Agreement shall become effective on April 21 2017, and shall continue in effect until the Project is completed.

22.2 Turnover. Construction of any phase, portion, section or segment of the projects shall be deemed complete when such phase, portion, section or segments has been turned over to the Owner by the Contractor, and the Owner has accepted such phase, portion, section or segment. As areas and systems of the projects are inspected and construction tested and/or approved by the GC/CM 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 Contractor is directed by the GC/CM.

Signature Pages:

WASHINGTON STATE CONVENTION CENTER PUBLIC FACILITIES DISTRICT

Signature: 

Frank Finneran
Chairman of the Board

Date: 7/21/2017

UNIONS:


Seattle/King County Building & Construction Trades Council, AFL-CIO

Signature: 

Monty Anderson
Executive Secretary

Date: _____

Heat & Frost Insulators & Allied Workers
Local 7

Signature: 

Todd Mitchell
Business Manager

BAC PNW ADC

Signature: 

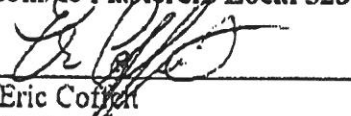
Benny Wright
Union Representative

Boilermakers Local 502

Signature: 

Tracy Eixenberger
Business Manager

Cement Masons & Plasterers Local 528

Signature: 

Eric Coffey
Business Manager

IBEW Local 46

Signature: 

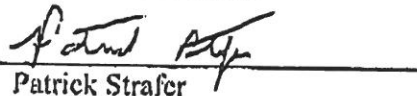
Jim Tosh
Business Manager

Operating Engineers Local 302

Signature: 

Marge Newgent
Business Representative

Elevator Constructors Local 19

Signature: 

Patrick Strafer
Business Manager

IUPAT District Council 5

Signature: 

Denis Sullivan
Business Manager

ATTACHMENT A
LETTER OF ASSENT
&
PROPOSED TRADE ASSIGNMENTS
FOR THE
WASHINGTON STATE CONVENTION CENTER ADDITION PROJECT

The undersigned, as a Contractor(s) or Subcontractor(s) on a Contract which is part of the Washington State Convention Center Addition 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) On behalf of itself and all its employees, 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, and understands that any act of non-compliance with all such terms and conditions will subject the non-complying Contractor or employee(s) to being prohibited from the Project Site until full compliance is obtained.
- (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 prior to commencement of any work.

Dated: _____

 (Contractor/Company Name)

 (Signature of Authorized Representative)

 (Print Name and Title)

 (General/General Contractor)

 (Phone Number)

 (Subcontractor To, If Applicable)

 (Billing Address)

ATTACHMENT B

Letter of Understanding

Between

Teamsters Local Union No. 174

And

Washington State Convention Center Public Facilities District

Whereas: The work of truck drivers is unique in the execution of project labor agreements in that much of the work is performed off-site, and;

Whereas: It is the intent of the parties through this LOU to address owner-operators performing truck driving work in the execution and within the scope of this PLA:

Therefore: It is agreed that classifications of work performed by truck drivers that are within the jurisdiction of Teamsters Local Union No. 174 ("Local 174") and performed in the execution and within the scope of this PLA, is to be paid the current prevailing wage subject to the following additions and stipulations:

1. Article 2, applies with full force and effect to all Contractors and Subcontractors of whatever tier who have been awarded contracts related to the work of truck drivers that is performed in the execution and within the scope of this PLA. Thus, all such Contractors and Subcontractors must, among other things, comply with the requirement set forth in Article 4, all truck drivers who perform work within the scope of this agreement shall be dispatched by Teamsters Local 174, except insofar as limited by the other provisions of Article 4.
2. The term "employee," as used in Article 4, is defined for the purposes of this Letter of Understanding to include any person who is performing the work of a truck driver in the execution and within the scope of this project, unless modified by the terms of this LOU.
3. At the request of any Contractor or Subcontractor, that Contractor or Subcontractor may choose to utilize as persons performing the work of truck drivers on this project persons who are already in possession of or who wish to provide their own vehicles (hereafter, "owner-operators"). Use of owner-operators is governed by the following rules:
 - 3.1. Pursuant to the requirements of Article 4, owner-operators working on the project must be dispatched by Teamsters Local 174.
 - 3.2. Owner-operators will receive a compensation package equivalent to the prevailing wage that is applicable to all other employees who are dispatched by Local 174 to the Contractor or Subcontractor regardless of tier. Owner-operators will also be reimbursed at the rates

established by Local 174 and approved by the Owner for the use of owner-operator vehicles. Such rates shall be based on and shall not exceed the area standard for fair market value for the use of the equipment.

- 3.3. For the purposes of this Letter of Understanding, an owner-operator is defined by WAC 296-127-026.
- 4. For the purpose of clarification of this document, if an owner-operator should expand his/her business opportunities and acquire employees working on the project, apprenticeship goals contained in the PLA will apply.

Washington State Convention Center
Public Facilities District



Date 4/21/2017

Teamsters Local 174

Carl R. Hester

April 18, 2017

ATTACHMENT C

**MEMORANDUM OF UNDERSTANDING
CEMENT MASON PROVISIONS**

Because of the unique nature of the Cement Mason work, the following provisions have been included for application to Cement Masons only:

A. **Start of Pour:** The Cement Mason crew must be on the job at the start of the shift in which finishing will be required and assist with the pour on slab work or work preparatory to concrete finishing coming within the jurisdiction of the Cement Masons.

B. **Multiple Shift Operation:** There will be no shift operation on slab work except by mutual agreement. Shifts may be established when considered necessary by the employer.

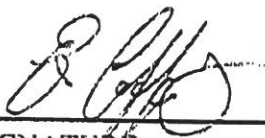
C. **Shifts and Hours of Work:** If a four/ten hour shift is established at the straight time rate, any Cement Mason dispatched for a one day pour will be paid at the eight (8) hour straight time plus two (2) hour overtime rate.

D. **Reporting and Minimum Hours Pay:**

1. Employees reporting for work and for whom no work is provided, except when given notification not to report to work, shall receive four (4) hours at the regular straight-time hourly rate.

2. When the shift is started, four (4) hours shall be allowed. If the second half is started, then a whole shift shall be allowed, unless an employee leaves of his own volition or is discharged for cause. In such event, he shall be paid for actual time worked.

For: OPCMIA Local 528

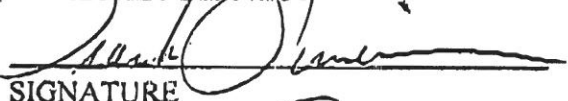


SIGNATURE
Eric Coffelt

PRINT NAME
4-18-17.

DATE

For: WASHINGTON STATE
CONVENTION CENTER PUBLIC
FACILITIES DISTRICT



SIGNATURE
FRANK FINVER

PRINT NAME
4/21/2017

DATE

