

Project Labor Agreement

FOR THE

Civic Square Project

BETWEEN

BOSA Development

AND

Seattle/King County Building and
Construction Trades Council

&

Pacific Northwest Regional Council of
Carpenters

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**CIVIC SQUARE PROJECT
PROJECT LABOR AGREEMENT**

ARTICLE 1

It is the intent of the parties to set out uniform standard working conditions for the efficient performance of construction; herein to establish and maintain harmonious relations between all parties to this Agreement; to secure optimum quality and productivity, and to eliminate strikes, lockouts or delays in the performance of the work undertaken by the Employer.

This commitment includes the Owner, Contractors and Unions who become signatory to this Agreement.

PURPOSE

This Agreement is entered into by and between _____ ("Owner"), the project Contractor, _____, ("General Contractor"), any and all Contractors ("Contractor" or "Contractors") and the Seattle/King County Building and Construction Trades Council and the Pacific Northwest Regional Council of Carpenters, (Collectively the "Union" or "Unions"), with respect to the Civic Square Project Labor Agreement.

This Agreement is intended solely for the construction of the Civic Square project; planned for completion by _____.

The term "Contractor" shall include all construction contractors and all sub-contractors of whatever tier engaged in onsite construction work within the scope of this Agreement. The term "General Contractor" is the general contractor, _____.

The Parties to this Project Labor Agreement acknowledge that the construction on the Civic Square Project is important to the development of the City of Seattle. The Parties recognize the need for the timely completion of the project without interruption or delay. This Agreement is intended to enhance this cooperative effort through the establishment of a framework for labor-management cooperation and stability.

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

Further, the parties desire to mutually establish and stabilize wages, hours and working conditions for the craft workers to encourage close cooperation between the Contractor(s) and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist between the parties to this Agreement.

Therefore, in recognition of the special needs of this project and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the parties agree to abide by the terms and conditions in this Agreement, and to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise. Further, the Contractor(s) and all of its sub-contractors of whatever tier, agree not to engage in any lockout, and the Unions agree not to engage in any strike, slow-down, interruption or other disruption or interference with the work covered by this Agreement.

ARTICLE 2 **SCOPE OF AGREEMENT**

Section 1

This Project Labor Agreement ("PLA") shall apply and is limited to the recognized and accepted historical definition of new or construction work as described as follows and performed by the General Contractor and those sub-contractors of whatever tier which have contracts with the General Contractor for such work, all of which is herein described as the "Project":

Construction of an approximately 57-story, 600,000 square foot residential tower, with retail at the base, several levels of below-grade parking and an approximately 25,000 square foot public plaza, all on that block in downtown Seattle bounded by 4th Avenue on the east, James Street on the south, 3rd Avenue on the west and Cherry Street on the north.

Any construction work defined in RCW 39.12 will be subject to the PLA. Such work shall include site preparation work, construction site survey and dedicated off-site work, including transportation of equipment and materials to the site.

It is agreed that the PLA shall be administered by a third party or internal PLA Administrator hired by the Owner. Prior to selection of the PLA Administrator, Owner shall consult with the Unions. It is also agreed that the General Contractor shall require all Contractors and their sub-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 PLA by executing the Letter of Assent (Attachment A) prior to commencing work. The PLA Administrator shall assure compliance with this Agreement by the Contractors. The signatory Unions agree to assist the PLA Administrator with contractor compliance.

When a subject is covered by the provisions of a Collective Bargaining Agreement ("CBA") and is not covered by this agreement, the local CBA shall prevail. It is further agreed that, where there is a conflict, the terms and conditions of this Project Labor 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 6, 7, and 8 of this

Project Agreement, which shall apply to such work. If this Agreement is silent on any issues, the individual Collective Bargaining Agreements shall prevail. Any required consultation with or notice to the Unions by Owner hereunder shall be directed to Monty Anderson of the Seattle/King County Building & Construction Trades Council, AFL-CIO.

The fabrication or assembly, off-site, of (1) electrical components which are traditionally the work of International Brotherhood of Electrical Workers (IBEW) members, (2) iron/steel components (except for manufactured components such as stairs, handrails and miscellaneous iron) which are traditionally the work of the Iron Worker members, (3) pre-fabrication piping, hangers and accessories (excluding catalog items) which are traditionally the work of United Association ("UA") members, (4) sheet metal components which are traditionally the work of Sheet Metal Air Rail Transportation ("SMART") and (5) structural/architectural systems which are traditionally the work of Pacific Northwest Regional Council of Carpenter members will be performed in shops or at off-site assembly yards employing workers whose terms and conditions of employment equal or exceed those established for employees as stipulated by the Project Labor Agreement. If the fabrication is performed outside the region, the fabrication will be performed in shops or assembly yards whose terms and conditions of employment equal or exceed those established in the King County area under the prevailing wage laws applicable for the appropriate classification in the locality where the work is installed.

Section 2

Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation, work, or function which may occur at the project site or be associated with the development of the project. In addition, this Agreement shall be binding only on the construction of the Project and shall not apply to any other project undertaken by Owner.

Section 3

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

Section 4

General Contractor will require all contractors and subcontractors who are awarded or are performing on-site work on the Project, to become signatory to this Agreement and will not allow any such contractors or subcontractors to start work unless they become signatory to this Agreement.

Section 5

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

- (a) Work of non-manual employees, including but not limited to, superintendents, supervisors, assistant supervisors, staff engineers, inspectors, quality control and quality assurance personnel, timekeepers, mail carriers, clerks, office workers, including messengers,

guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, community relations or public affairs, environmental compliance, supervisory and management employees.

(b) All employees of the design teams or any other consultants of the Owner, General Contractor, Contractors for specialty testing, architectural/engineering design and other professional services, not defined in RCW 39.12.

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

(d) Work by employees of a manufacturer or vendor necessary to maintain such manufacturer's or vendor's written warranty or guarantee or the on-site supervision of such work.

(e) Laboratory for specialty testing or inspections not ordinarily done by the signatory Local Unions.

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

Section 6

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

Section 7

It is understood that the liability of any employer and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employer status between or among the Owner, Contractor(s) or any employer.

ARTICLE 3 **HIRING PROCEDURES**

Section 1

Hiring procedures shall be in accordance with local Collective Bargaining Agreements, except as set forth in Section 4 below.

Section 2

It is agreed that affirmative action shall be taken to afford equal employment opportunity to all qualified persons without regard to race, creed, color, sex, sexual orientation or national origin.

Section 3

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

Section 4

Owner may identify key employees it desires to hire for specified positions. Owner shall give the Union notice of such key employee(s), in which case such key employee(s) shall be permitted to become a member of the respective Local Union and shall be dispatched by the Local Union to the Project. These key employees will be employed by Owner or Contractor. The specified positions are:

- Up to 3 carpenters. Roles would be Safety Carpenter, Finish Carpenter (for final cabinet adjustments, doors / frames / hardware adjustments, re-installation of running trim after repairs, etc.), and Framing lead hand.
- Up to 3 drywall tapers for small drywall repairs to get units 100% complete prior to turnover to homeowners.
- Up to 3 painters – for misc. small painting / patching work and misc. caulking
- 1 cement mason
- Up to 5 laborers. Positions would include: 2 Labor Foremen, Protection / Crew Lead Hand, Traffic Control Supervisor, Cleaning Lead Hand

Section 5

The parties will explore ways to expand pathways to good jobs and lifetime careers for women, people of color, and those from economically distressed ZIP codes through collaborative workforce development systems and Priority Worker programs.

ARTICLE 4 **MANAGEMENT'S RIGHTS**

The General Contractor, and all of their sub-contractors of whatever tier retain full and exclusive authority for the management of their operations. Except as otherwise limited by the terms of this Agreement, the Contractors shall direct their working forces at their prerogative, including, but not limited to hiring, promotion, transfer, lay-off or discharge for just cause. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Contractors shall utilize the most efficient method

or techniques of construction, tools, or other labor saving devices. There shall be no limitations upon the choice of materials or design, nor any limits 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 or the respective local collectively bargained agreement(s), on the number of employees assigned to any crew or to any service.

ARTICLE 5 **UNION RECOGNITION, UNION SECURITY, WAGES AND BENEFITS**

Section 1

The Contractors recognize the Seattle/King County Building and Construction Trades Council and the Pacific Northwest Regional Council of Carpenters as the sole and exclusive bargaining representatives of all craft employees within their respective historical jurisdictions working on the project within the scope of this Agreement.

Section 2

All employees performing Project Work under this Agreement shall be paid the wages and fringe benefits as set forth in their respective Union's locally collectively bargained Labor Agreement, as updated from time to time, or in the absence of a CBA, at no time less than the applicable Washington State Prevailing Wage and Benefit Rates for the scope of work being performed as required by Chapter 39.12 of the Revised Code of Washington, as amended.

Section 3

Authorized representatives of the Union shall have reasonable access to the project, provided that such representatives do not interfere with the work of the employees, and further provided that such representatives fully comply with posted visitor, security and safety rules and the environmental compliance requirements of the project. Project workers shall be allowed to confer privately with their authorized Union representatives. The Contractor recognizes the right of access set forth in the section and such access will not be unreasonably withheld from an authorized representative of the Union.

Section 4

Each signatory Local Union shall have the right to designate a working journeyman as a steward for the General Contractor and Sub-Contractors of whatever tier and for each shift being worked, and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions, such as hiring or termination of fellow employees or the direction of the work. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

Provisions of any Collective Bargaining Agreement, giving the Steward the option of working all reasonable overtime within their craft and shift shall be recognized, provided they are qualified to perform the task assigned.

Section 5

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

Section 6

The Union agrees that the Union representatives, stewards, and individual workers will not interfere with the personnel of any entities, or with personnel employed by any other employer not a party to this Agreement.

Section 7

No employee covered by this Agreement 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 membership while employed under the Agreement. All employees shall, however, be required to comply with the union security provision of the applicable Collective Bargaining Agreement, for the period during which they are performing on-site work, except as modified by this Agreement. The Contractor agrees 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 dues to the Union or Council.

ARTICLE 6 **WORK STOPPAGES AND LOCKOUTS**

Section 1

During the term of this Agreement 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.

Section 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.

Section 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/her 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/her 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 Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

Section 4

If any party to this Agreement believes a violation of this article has occurred, that party may submit their claim as a grievance under Article 7, step 4, for expedited arbitration. The sole issue at the arbitration hearing shall be whether or not a violation of this Article occurred. The arbitrator's award shall be issued in writing within twenty-four (24) hours after the close of the hearing, and may be issued without an opinion. If any party desires an opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the award. The arbitrator may order cessation of the violation, and any other appropriate relief, including, but not limited to monetary damages, in an amount not to exceed \$3,500 per day. Such award shall be final and binding on all parties. The fees and expenses of the arbitrator shall be equally divided between the moving party or parties and the party or parties respondent. If the arbitrator determines that a violation of this Article has occurred the Union(s) shall, within eight (8) hours of receipt of the award, direct all of the employees they represent on the projects to immediately return to work. If the arbitrator determines that a lockout has occurred in violation of this Article, he/she shall be empowered to order the contractor to bring the employee(s) in question back to work, and award back pay to the employees who were locked out. The arbitrator shall retain jurisdiction to determine compliance with this Article.

ARTICLE 7 **DISPUTES AND GRIEVANCES**

Section 1

This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this project for the purpose of completing the

construction of the project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

Section 2

The Owner, Contractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

Section 3

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

Step 1

(a) When any employee subject to the provisions of this Agreement feels he/she is aggrieved by a violation of this Agreement, he/she, through his/her local Union Business Representative or designated Union Representative, shall, within ten (10) working days after the occurrence, or had knowledge of or should have known of the alleged violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The Business Representative of the local union or the designated Union Representative and the work-site representative of the involved Contractor and the PLA Administrator 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 and the PLA Administrator at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

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

Step 2

The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3

Expedited Alternative Dispute Resolution:

In the event no resolution is reached by the Union and the Contractor at Step 2, upon mutual agreement the parties may agree to submit the grievance to a mediator appointed by Federal Mediation and Conciliation Services (FMCS) or another mutually agreed upon mediator for mediation. If mediation fails to resolve the issue(s) or if both parties do not agree to submit the grievance to mediation, either party may request that the grievance be submitted to an arbitrator in accordance with the provisions of Step 4. Nothing done or said by the parties or the mediator during the grievance mediation can be used in the arbitration proceeding.

Step 4

(a) If the grievance has been submitted but not adjusted under Step 2 or Step 3, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and Sub-Contractor of whatever tier and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the (American Arbitration Association or whoever is designated) 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).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him/her. Also he/she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

(c) The PLA Administrator is considered a party in interest in all Steps of the Grievance Procedure and shall be copied on all correspondence and invited to all meetings concerning any issue. The PLA Administrator will monitor all proceedings and keep all Parties informed of the status of the grievance.

ARTICLE 8 **JURISDICTIONAL DISPUTES**

Section 1

(a) 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 and shall be based upon the appropriate agreements of record, decisions of record and previously provided local written agreements between or among the Unions and established trade practice prevailing in the locality. Locality is defined as the Seattle/King County Building and

Construction Trades Council's geographical jurisdiction. Such assignments shall be disclosed by the Contractor at a Pre-Job Conference held in accordance with industry practice, as described in Section 4 below.

Section 2

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

Section 3

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

Section 4

Each Contractor of every tier will submit to the PLA Administrator a Proposed Trade Assignment (Attachment A) and conduct a Pre-Job Conference with the Unions a minimum of two (2) weeks prior to commencing work. If any Trade Assignment is challenged, the Contractor will submit to the PLA Administrator a Final Trade Assignment (Appendix B) one (1) week before starting work. The PLA Administrator will chair the Pre-Job Conference and will send copies of the Trade Assignments to the Unions, Owner and General Contractor. The PLA Administrator will advise the General Contractor in advance of all such conferences and the General Contractor may be requested to participate.

ARTICLE 9 **SUBCONTRACTING**

Section 1

The General Contractor agrees that no Contractor shall subcontract any onsite construction Project work except to a person, firm or corporation party to this agreement.

ARTICLE 10 **HELMETS TO HARDHATS**

Section 1

The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction

industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter “Center”) and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment 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.

Section 2

The Unions and Employers 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 11 **APPRENTICESHIP UTILIZATION**

The Owner and Contractors agree to make a good faith effort to achieve fifteen percent (15%) apprenticeship per craft on this project.

The parties agree to maximize the use of apprentices on the project and to facilitate the participation of people of color, women and other disadvantaged persons.

ARTICLE 12 **MONTHLY LABOR/MANAGEMENT MEETINGS**

The parties to this Agreement recognize the necessity for cooperation and communication between Labor and Management, the elimination of disputes and misunderstandings and the resolution of unfair practices on the part of any party. To this end, the parties agree to participate in monthly labor/management meetings, facilitated by the PLA Administrator to address apprenticeship utilization, job progress, and any other relevant issues that will affect the Project(s) and promote harmonious and stable labor/management relations.

ARTICLE 13 **DRUG TESTING**

The parties to this Agreement recognize the need to provide a drug-free and alcohol-free workplace.

In order to produce as safe a workplace as possible, it is understood agreed that the parties abide by the rules and provisions of a mutually agreed upon drug and alcohol testing program.

ARTICLE 14 **PARKING**

Parking shall be provided within 3 city blocks or 1500 feet from the project site, whichever is shorter. Parking at or near the parking site will be provided to the workers at no cost. If parking cannot be provided within 3 city blocks or 1500 feet of the project site, transportation between the parking area(s) and the worksite shall be provided by the Contractor, and the employees shall be paid at their straight time hourly rate for time spent in travel from work site to the parking area at the end of their shift. Compensated time spent in transit between the work site and the parking area shall not be considered time worked for overtime purposes. The Owner may delegate all or any portion of this obligation to the Contractor and/or subcontractors, in which event the Owner shall be relieved of any obligation under this Article 14.

ARTICLE 15 **SAFETY AND HEALTH**

Section 1

The parties to this Agreement will hold a regular Joint Labor/Management Safety Committee meeting to discuss safety programs and procedures to maintain the highest level of occupational safety on the project site. The PLA Administrator and a Representative of the Seattle/King County Building Trades Council will co-chair this meeting.

Section 2

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

(b) Employees shall be bound by the safety, security and visitor rules and environmental compliance requirements established by the Contractor, and the Port. These rules will be published and posted in conspicuous places throughout the work site. An employee's failure to satisfy their obligations under this Section will subject them to discipline, including discharge.

(c) The use, sale, transfer, purchase and/or possession of a controlled substance, including Marijuana, and/or alcohol while on or near the project premises, including parking provided, or paid for, by the Owner, General Contractor and/or Contractor(s), at any time during the work day is prohibited. Accordingly, the parties have agreed to follow the mutually agreed to guidelines for substance abuse and alcohol testing. Any employee who violates this provision will be subject to discipline including discharge and/or removal from the project.

(e) The unauthorized use or possession of firearms, weapons, explosives or incendiary materials on or near the project premises, including parking provided, or paid for, by the Owner, General Contractor and/or Contractor(s) is prohibited. Any employee who violates

this provision will be subject to discipline including discharge and/or removal from the project.

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

Section 3

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

Section 4

The Contractor / Subcontractor shall furnish warm, dry changing rooms of ample size for drying clothes, and benches and tables for lunch. The contractor shall supply sanitary toilet facilities, including hand-wash facilities, and sanitary drinking facilities (cool in summer) and sanitary drinking cups.

ARTICLE 16 **SAVINGS AND SEVERABILITY**

Section 1

It is not the intention of either the Contractor or the Union parties to violate any laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of the Agreement are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement.

Section 2

The occurrence of events covered by Section 1 above shall not be construed to waive the work stoppage prohibitions of Article 6.

ARTICLE 17 **DURATION OF AGREEMENT/MISCELLANEOUS**

This Agreement shall be effective on the date approved by the Owner, and shall continue in effect for the duration of the project construction work described in Article 2 hereof or sooner

termination as provided herein. Project construction shall be deemed to have concluded upon issuance by the City of Seattle of a certificate of occupancy for the Project.

Section 1

(a) **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 Construction Manager 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 (i) during the term of Project construction when the Contractor is directed by the Construction Manager or Owner to engage in repairs or modifications required by its contract(s) with the Owner or the Construction Manager, or (ii) engages in warranty work covered by the scope article.

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

(c) **Termination.** Final termination of all obligations, rights and liabilities and disagreements shall occur upon receipt by the Union of a written notice from the Owner saying that no work remains within the scope of the Agreement.

Section 2

The following provisions, specifically referenced but not limited to, are determined by local Collective Bargaining Agreements:

1. Referral and Layoff Procedures
2. Hours of Work, Shifts, Overtime, Reporting Time
3. Pay Day, Work Rules not covered by this agreement

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

Owner

Signature: _____

Date: _____

General Contractor

Signature: _____

Date: _____

UNIONS:

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

Signature: _____

Monty Anderson
Executive Secretary

Date: _____

Heat & Frost Insulators & Allied Workers Local 7

BAC PNW ADC

Signature: _____

Todd Mitchell
Business Manager

Signature: _____

Benny Wright
Union Representative

**Boilermakers Local 502
528**

Cement Masons & Plasterers Local

Signature: _____
Tracey Eixenberger
Business Manager

Signature: _____
Eric Coffelt
Business Manager

IBEW Local 46

Operating Engineers Local 302

Signature: _____
Jim Tosh
Business Manager

Signature: _____
Marge Newgent
Business Representative

Elevator Constructors Local 19

IUPAT District Council 5

Signature: _____
Patrick Strafer
Business Manager

Signature: _____
Denis Sullivan
Business Manager

**Iron Workers Local 86
Local 32**

UA Plumbers & Pipefitters

Signature: _____
Jeff Glockner
Business Manager

Signature: _____
Jeffrey J. Owen
Business Manager

Laborers Local 242

Roofers Local 54

Signature: _____
Dale Cannon
Business Manager

Signature: _____
Steve Hurley
Business Manager

Laborers (Street Pavers) Local 440

Signature: _____
Alan Clune
Business Manager

Sprinkler Fitters Local 699

Signature: _____
Stanton Bonnell
Business Manager

Teamsters Local 174

Signature: _____
Rick Hicks
Business Manager

Sheet Metal Workers Local 66

Signature: _____
Tim Carter
Business Manager

NW Regional Council of Carpenters

Signature: _____
Chris Lampert
Business Representative

ATTACHMENT A
LETTER OF ASSENT
&
PROPOSED TRADE ASSIGNMENTS
FOR THE
_____ **PROJECT**

The undersigned, as a Contractor(s) or Subcontractor(s) on a Contract which is part of the _____ 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, including but not limited to, evidence of compliance with the pre-employment controlled substance testing, 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)

(City, State and Zip Code)

Subject to modification by agreement of the parties.

_____ PROJECT

"PROPOSED TRADE ASSIGNMENTS"

TO: Seattle/King County Building and Construction Trades Council
and Pacific Northwest Regional Council of Carpenters

OWNER:

PRIME CONTRACTOR:

CONTRACTOR: _____

SUBCONTRACTOR TO: _____

ADMINISTRATOR:

PURPOSE: To make proposed jurisdictional trade assignments, broken down by craft and classification, as well as to discuss details and answer questions relating to the project scope of work, safety and job requirements.

MEETING PLACE: Teamsters Building
14675 Interurban Avenue, Suite 101
Tukwila, Washington 98168
Fax: (206) 443-5649 (Seattle/King County Building Trades)
Fax: (253) 945-8874 (Pacific Northwest Regional Carpenters)

MEETING DATE: _____

MEETING TIME: _____

UNION RESPONSE DATE: _____

CONTRACTOR RESPONSE DATE: _____

**** PLEASE TYPE OR PRINT ALL INFORMATION ****

1. SCOPE OF WORK:

2. ESTIMATED WORK SCHEDULE:

Approximate Commencement Date: _____

Approximate Completion Date: _____

3. ADDRESSES:

Job Location: _____

Company's Local Mailing Address: _____

Trust Fund Billing Address: _____

4. CONTRACTOR PERSONNEL:

Project Manager:

Office Telephone #: _____
Mobile Telephone #: _____
Fax Telephone #: _____

Superintendent:

Office Telephone #: _____
Mobile Telephone #: _____
Fax Telephone #: _____

Safety Representative:

Office Telephone #: _____
Mobile Telephone #: _____
Fax Telephone #: _____

Drug Test Result Coordinator: (List in order of contact priority)

Name of first Contact: _____
Office Telephone _____
Mobile Telephone #: _____

Name of second Contact: _____
Office Telephone _____
Mobile Telephone #: _____

Name of third Contact: _____
Office Telephone _____
Mobile Telephone #: _____

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Dispatch Contact Personnel: The following Contractor personnel are the only ones authorized to call the hiring halls to have craft workers dispatched out to this project:

1. _____

2. _____

3. _____

5. MANPOWER:

<u>Craft</u>	<u>Peak</u>	<u>Average</u>
Asbestos Workers	_____	_____
Boilermakers	_____	_____
Bricklayers	_____	_____
Carpenters	_____	_____
Cement Masons	_____	_____
Electrical Workers (Inside Wiremen)	_____	_____
Electrical Workers (Outside Line)	_____	_____
Elevator Constructors	_____	_____
Glaziers	_____	_____
Insulators	_____	_____
Iron Workers (Structural)	_____	_____
Iron Workers (Rebar)	_____	_____
Laborers	_____	_____
Millwrights	_____	_____
Operating Engineers	_____	_____

Project Labor Agreement

Painters	_____	_____
Pile Drivers	_____	_____
Plumbers/Pipefitters	_____	_____
Plasterers	_____	_____
Roofers	_____	_____
Sheet Metal Workers	_____	_____
Teamsters	_____	_____

6. OPERATIONAL INFORMATION:

Number of Shifts: _____

1st Shift Schedule: _____ AM/PM to _____ AM/PM

2nd Shift Schedule: _____ AM/PM to _____ AM/PM

3rd Shift Schedule: _____ AM/PM to _____ AM/PM

Weekly Pay Day: _____

End of Pay Period: _____

Job-Site Telephone Number: _____

Job-Site Fax Number: _____

7. SIGNATORY STATUS:

If you are signatory to a Union, list the Name and Local # below. If not signatory, note N/A.

Name of Union:

Local #:

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

PROPOSED TRADE ASSIGNMENTS

NAME OF CONTRACTOR: _____

The following jurisdictional trade assignments are proposed
If any trade assignment is contested by any Local Union signatory to the PLA, the Contractor or Sub-Contractor will review all submitted supporting documentation regarding the proposed trade assignment by competing Local Unions and submit to the Administrator and the Local Unions a 'Final Trade Assignment' letter prior to commencing work.

Asbestos Workers: _____

Boilermakers: _____

Bricklayers: _____

Carpenters: _____

Cement Masons: _____

Project Labor Agreement

Electrical Workers (Inside Wiremen): _____

Electrical Workers (Outside Line): _____

Elevator Constructors: _____

Glaziers: _____

Insulators: _____

Iron Workers (Structural): _____

Project Labor Agreement

Iron Workers (Rebar): _____

Laborers: _____

Millwrights: _____

Operating Engineers: _____

Painters: _____

File Drivers: _____

Project Labor Agreement

Plumbers/Pipefitters/Steamfitters: _____

Plasterers: _____

Roofers: _____

Sheet Metal Workers: _____

Teamsters: _____

In the space below, please describe any work that you believe not to be covered by this Project Labor Agreement.

UTILIZATION OF EQUIPMENT

NAME OF CONTRACTOR: _____

List of equipment and the proposed assignment of craft for full-time use or operation of each piece: (If additional space is needed, copy this page and attach it to the document)

EQUIPMENT:

CRAFT:

- | | |
|-----------|-------|
| 1. _____ | _____ |
| 2. _____ | _____ |
| 3. _____ | _____ |
| 4. _____ | _____ |
| 5. _____ | _____ |
| 6. _____ | _____ |
| 7. _____ | _____ |
| 8. _____ | _____ |
| 9. _____ | _____ |
| 10. _____ | _____ |

TOOLS-OF-THE-TRADE: (Part-time use – no listing of craft is necessary)

EQUIPMENT:

EQUIPMENT:

- | | |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |

Project Labor Agreement

3. _____

6. _____

SUB-CONTRACTORS

The following is a list of Sub-Contractors that will be used by the Contractor submitting this Proposed Trade Assignment document. Each Sub-Contractor listed must also submit a completed Proposed Trade Assignment document and go through a Proposed Trade Assignment Pre-Job Conference prior to commencing work.

A copy of a signed Letter of Assent (Attachment A) specific to this contract from each Sub-contractor identified below is to be attached to the end of this document. If additional space is needed, copy this page and attach it to the document.

Name of Sub-Contractor:

Summary of Scope of Work:

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

ATTACHMENT B

(Printed on Contractor's Letterhead)

"FINAL TRADE ASSIGNMENTS"

_____ **PROJECT**

TO: Seattle/King County Building and Construction Trades Council
Pacific Northwest Regional Council of Carpenters

CC: PLA Administrator

DATE:

SUBJECT: Final Trade Assignments

CONTRACTOR:

In accordance with the Project Labor Agreement, I have read and reviewed all supporting written documentation submitted by the competing Unions on the work described below. Following the PLA provisions and procedures, I have indicated next to each task my final trade assignment.

Unions not in agreement with these final trade assignments may avail themselves of the jurisdictional resolution process found in the Project Labor Agreement. This provision allows for competing Unions to pursue their claims through the "Plan" without disrupting the work of the affected Contractor.

The following is a description of the contested work and the final trade assignment for each task: (A separate letter of "Final Trade Assignment" should be made for each piece of work or task that is contested)

1. Description of contested work or task:

2. Unions submitting supporting documentation:

- a.
- b.
- c.

3. Union given final trade assignment:

ATTACHMENT C

Letter of Understanding
Between
Teamsters Local Union No. 174
And
Owner

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 16, Section 1, 2, 3 and 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 16.
2. The term “employee,” as used in Article 16, 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 16, Section 1, 2, 3 and 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 Port for the use of owner-

Project Labor Agreement

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.

Owner

Teamsters Local 174

Date

Date

Date