Community Workforce Agreement

for the

State Route 520 Montlake to Lake Washington Interchange and Bridge Replacement Project

April, 2018

Washington State Department of Transportation

SR 520 Bridge Replacement Program
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ARTICLE 1 - PREAMBLE

1.1
This Community Workforce Agreement (hereinafter, the "CWA", or "Agreement") is entered into in April of 2018 by and between, The Washington State Department of Transportation (hereinafter, "WSDOT" or the "Owner"), the Contractor selected for the Project (hereinafter "Contractor"), for and on behalf of themselves and their Sub-contractors (hereinafter Sub-contractor), and the Seattle/King County Building and Construction Trades Council and the Northwest National Construction Alliance II collectively called the "Union(s)" or "Local Union(s)", who become signatory hereto with respect to the construction of the SR 520 Montlake to Lake Washington Interchange and Bridge Replacement Project (The Project). The Owner, Contractor, Sub-contractor and Unions may be referred to herein individually as a "Party" and collectively as the "Parties." Where appropriate, the term "Contractors" shall mean, collectively, the general contractor and all Sub-contractors of every tier.

Nothing in this CWA shall modify, amend, or supersede any of the provisions set forth within the Contract between WSDOT and the selected Contractor and its Sub-contractors, as identified within the Contract.

1.2
The term Community Workforce Agreement (CWA) reflects the scope of a traditional Project Labor Agreement (PLA) with the added focus of hiring disadvantaged workers. Like a traditional PLA, this CWA is intended to establish a spirit of harmony, peace and stability between labor and management, to support the timely construction of public works projects. The CWA is also intended to guarantee training and work opportunities for workers in their construction careers, including access for disadvantaged and under-represented people on this Project.

1.3
It is understood by the parties to this CWA that when this CWA is signed by the WSDOT, in the space provided on the signature page of this CWA, it will become the policy of WSDOT that the construction work covered by this Agreement will be contracted exclusively to the Contractor and its Sub-contractors, of any tier, who agree to execute and be bound by the terms of this Agreement. The Contractor will monitor the compliance with this CWA by all Sub-contractors of every tier, who through their execution of a Letter of Assent binds them to this CWA.

1.4
WSDOT will implement this CWA by including appropriate provisions in the Contract Documents for Covered Work, as hereinafter defined. As a result, the successful Contractor, and its Sub-contractors, of any tier, performing Covered Work will become party to this Agreement.

1.5
Project oversight and administration shall be provided by a CWA Administrator. The CWA Administrator shall either be a dedicated internal WSDOT staff member or an independent third-party contractor. The CWA Administrator shall be determined by WSDOT in consultation with the Seattle Building and Construction Trades Council and the Northwest...
National Construction Alliance II. The CWA Administrator's duties shall include monitoring compliance and enforcement of the Agreement.

1.6

This CWA represents the complete understanding of the Parties, and no Contractor or Sub-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. It is understood that this Agreement constitutes a self-contained, stand-alone agreement. No practice, understanding or agreement between a Contractor or Sub-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 CWA is silent on any issue the local crafts collective bargaining agreement (CBA) shall prevail.

1.7

The Unions agree that this CWA will be made available to, and will fully apply to, any successful contractor for work who becomes signatory hereto, without regard to whether that successful Contractor or Sub-contractor performs work at other sites on either a Union or a non-Union basis, and without regard to whether employees of such Contractor or Sub-contractor are or are not members of any Union. The Unions hereby pledge to work cooperatively with all businesses awarded work governed by this CWA, despite any other dispute they may have with a business over, for example, trust or benefit payments that arose on non-Covered Work.

**ARTICLE 2 - PURPOSE**

2.1

The Parties to this Agreement acknowledge that WSDOT construction projects are important to the citizens of the State of Washington. The Parties recognize the need for timely completion of the Project without interruption or delay. This Agreement enhances cooperative efforts between the Parties, through establishment of a CWA framework for labor-management cooperation and stability.

The Parties agree that the timely construction of this Project 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.

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.

The Parties are committed to providing opportunities for all Contractors and to assuring an adequate supply of craft workers possessing the requisite skills and training in order to provide the taxpayers a project of the highest quality.

2.2

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 CWA, the parties agree to establish and put into practice effective and binding methods for settlement of all misunderstandings,
disputes or grievances that may arise between any Contractor and the Unions, or their
members, to the end that the Owner is assured of complete continuity of its operations and
construction without slowdown or interruption of any kind. The Owner shall monitor the
compliance with this Agreement by the Contractor who, through their execution of the
Agreement or a Letter of Assent binding them to this Agreement, together with their Sub-
Contractors, shall have become bound hereto.

2.3
The Parties are committed to providing an adequate supply of craft workers possessing the
requisite skills and training in order to provide the State of Washington a project of the
highest quality. Further, the parties agree to cooperate throughout the term of this
Agreement to develop methods to reduce WSDOT’s construction and project administrative
costs.

GUIDING PRINCIPLES

In recognition of the many challenges of putting together a CWA that meets the goals of the
Parties and the residents of the State of Washington, the Parties have agreed to the
following Guiding Principles that are the fundamental basis for this negotiation:

The WSDOT Community Workforce Agreement will:

- Be a balanced and equitable approach for the entire State of Washington.
- Encourage inclusion, diversity and promote Minority, Small, Veteran, and Women’s
  Business Enterprise (MSVWBE) development. The Parties to this CWA, and
  Contractors who assent to work under this CWA, acknowledge that social equity,
  workforce diversity, and the development of local workers for construction careers
  is important to the residents of the State of Washington. This CWA enhances
  cooperative efforts towards those principles.
- This CWA supports access for women, veterans, persons of color and economically
disadvantaged persons to meaningful work on Washington State Department of
Transportation selected projects covered by this Agreement and also supports all
Contractor efforts and obligations to utilize MSVWBE firms.
- Promote programs that are pipelines to employment of individuals that lead to
careers for workers who have historically been disadvantaged within the
construction industry.
- Support the development of a skilled construction workforce through apprenticeship
  and training organizations, particularly for individuals who are disadvantaged and or
  underrepresented in the workforce. WSDOT supports all state registered pre-
  apprenticeship programs in their missions to assist workers with particular
  employment barriers.
- Be compliant with Washington State law.
- Promote the sound stewardship of public funds.
• Ensure effective and efficient labor harmony with no disruptions, strikes, or lockouts.

• Facilitate and promote fair and equitable labor standards.

ARTICLE 3 - UNION RECOGNITION

The Contractor recognizes the signatory Unions are the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this CWA. This sub-section shall not alter the preexisting legal status of any bargaining relationship between any individual Contractor and signatory Union.

ARTICLE 4 - SCOPE OF AGREEMENT

4.1

This CWA shall apply and is limited to all new construction as defined in this Article and performed by those Contractor(s) and their Sub-contractor(s) of any tier who have been awarded contracts for such work, or for whom bids have been received for contracts on or after the effective date of this CWA and covering construction, including rework, and other construction related activities, originating on site and at dedicated off-Site fabrication facilities necessary to the Project as described herein ("Covered Work"). This CWA shall also apply to any art work installed by the Contractor or its Sub-contractors. Any work defined in RCW 39.12 performed at the Montlake Project site will be subject to the CWA.

It is agreed that the Contractor shall require all 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 CWA by executing the Letter of Assent (Attachment 1) prior to commencing work. The Contractor shall assure compliance with this Agreement by the Sub-Contractors. It is further agreed that, if the CWA is silent on any issue the local crafts CBA shall prevail; where there is a conflict, the terms and conditions of this CWA 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 National Transient Division Articles of Agreement, the National Stack/Chimney Agreement, and 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 Articles 14, 18 and 19 of this CWA, which shall apply to such work.

The fabrication or assembly, off-site, of (1) electrical components which are traditionally the work of IBEW members, (2) iron/steel components (except for manufactured components such as stairs, handrails and miscellaneous iron) which are traditionally the work of the Ironworker members, (3) pre-fabrication piping, hangers and accessories (excluding catalog items) which are traditionally the work of UA members, (4) sheet metal components which are traditionally the work of SMWWIA members and (5) structural/architectural systems which are traditionally the work of PNW 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 CWA. Regarding off-site fabrication and assembly work, the Contractors shall be required to
comply with off-site fabrication or assembly provisions in applicable local collective
bargaining agreements, in accordance with historical craft jurisdiction.

It is understood that this is a self-contained, stand alone, CWA and that by virtue of having
become bound to this CWA, neither the Contractor nor the Sub-Contractors will be
obligated to sign any other local, area, or national agreement.

4.2

Items specially 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 not defined in RCW 39.12,
supervisory and management employees and suppliers and vendors who furnish
and/or deliver finished goods.

b) Furniture, fixture and equipment installers retained by the Owner to be performed
after building trades Sub-contractors have completed construction related work and
or the contract completion date.

c) Employers and their Employees controlled by the Owner.

d) 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 or private utilities or their contractors, or by other public
agencies or their contractors.

e) Employees engaged in maintenance on leased equipment and on-site supervision
of such work.

f) Employees engaged in warranty functions and warranty work, and on-site
supervision of such work.

g) Startup, testing and commissioning personnel employed by the Contractor or the
Owner. Laboratory for specialty testing or inspections not ordinarily done by the
signatory Local Unions. Note that start-up, commissioning, test, adjust and balance
work is in the scope of signatory Local Unions and is not excluded.

h) All off-site manufacture of materials, equipment, or machinery except as identified in
Section 4.1.

i) Non-construction support services contracted by the Owner or the Contractor in
connection with this Project.

j) 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.
4.3
None of the provisions of this CWA shall apply to the Owner and nothing contained herein shall be construed to prohibit or restrict the Owner, or its employees from performing work not covered by this CWA on the Project Site. As areas and systems of the Project are inspected and construction tested by the Contractors and accepted by the Owner, the CWA shall not have further force or effect on such items or areas, except when the Contractor is directed by the Owner to engage in repairs, modifications, and/or warranty functions required by its contract.

4.4
The Owner or the 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 agreement between such bidder and any party to this CWA: provided that, such bidder shall be willing, ready and able to execute and comply with this CWA should it be designated the successful bidder.

4.5
It is understood by the parties that the Owner may at any time and in its sole discretion determine to add, modify or delete project work. The provisions of this CWA 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 CWA. Where a subject covered by the provisions of this CWA is also covered by a conflicting provision of a collective bargaining agreement, the provisions of this CWA shall prevail.

4.6
This CWA shall only be binding upon the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

4.7
It is agreed that all contractors, who have been awarded contracts for work covered by this CWA that is bid and awarded after the effective date of this CWA, shall be required to accept and to be bound by the terms and conditions of this CWA, 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 Project Site.

4.8
The Unions agree that this CWA does not have the effect of creating any joint employment status between or among the Owner, the Contractor or any of their Sub-contractors.

4.9
None of the provisions of this CWA shall apply to WSDOT and nothing contained herein shall be construed to prohibit WSDOT or its employees from performing their routine work on the Project Site. WSDOT employees will not perform work which is covered by the terms of this CWA.

4.10
It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any and all portions of the Covered Work at any time.

ARTICLE 5 - UNION REPRESENTATION

5.1
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 subject to review by the Project Administrative Committee (as described in Article 8). 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 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.

5.2
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.

5.3
The working Steward will be paid at the applicable prevailing wage rate for the job classification in which he/she is employed.

5.4
The Union may appoint a Steward for each shift, should multiple shifts be utilized.

5.5
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.

5.6
It is recognized by the Contractor that the employee selected as Steward shall remain on the job as long as there is work within the craft for which he/she is 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 other electronic means.

Reduction in Force

Forty-eight (48) Hours prior written notice

5.7

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

5.8

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

5.9

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.

ARTICLE 6 - MANAGEMENT RIGHTS

6.1

Subject to the requirements of the Construction Contract and the terms of this CWA, the Contractor and the Sub-contractors retain full and exclusive authority for the management of its operations. The Contractor and the Sub-contractors shall direct their working forces at their sole prerogative, including, but not limited to, hiring, promotion, transfer, lay-off discipline or discharge for just cause; the selection of foremen and general foremen; the assignment and scheduling of work; 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. The promulgation of reasonable work rules shall be subject to the review of the Project Administrative Committee (as described in Article 8).

6.2

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 and the Sub-contractors may, in its sole discretion, utilize the most efficient method or techniques of construction, tools, or other labor-saving devices.

6.3

The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth. The Contractors and the Sub-contractors therefore, retain all legal rights not specifically covered by this Agreement.

6.4

Except as otherwise expressly stated in this CWA, there shall be no limitation or restriction upon the Owner or the Contractor's choice of materials or design, regardless of source or location upon the full use, installation and utilization of equipment, machinery, package units, pre-casts, pre-fabricated, prefinished, or pre-assembled materials, tools, or other
labor-saving devices. The Owner or the Contractor 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, or testing of specialized or unusual equipment. If there is any disagreement between the 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 19 of this CWA.

ARTICLE 7 - PRE-JOB CONFERENCES AND PRE-JOB PACKAGE

7.1

The Contractor and the Sub-contractors at all tier levels shall be required to attend a pre-job conference at least two (2) weeks prior to the commencement of construction activities including any additions or expansion of the original scopes to the Construction Contract. The Contractor agrees that all Sub-contractors will be required to arrange such a pre-job conference through the CWA Administrator. The Contractor may attend with the Sub-contractor but is not required to do so. In addition to the information developed relative to the scope of work and trade craft assignments at the pre-job conference, the Contractor and its Sub-contractors will present all information available regarding starting date for the work, duration of job, estimated peak employment and any other conditions deemed peculiar to the particular contract or subcontract. The Contractor shall provide the CWA Agreement requirements and aspirational hiring goals for the Project to all Subcontractors.

Each Subcontractor shall submit a Pre-Job Package prior to attending a pre-job conference to the Contractor who then submits it to the CWA Administrator. The Pre-Job Package includes the Letter of Assent, Pre-Job Form, and if applicable the Core Worker list and supporting documentation; see Article 9 - Hiring Procedures. All Contractors must submit a Final Trade Assignment (FTA) to the CWA Administrator two (2) weeks after the pre-job conference, and no contractor shall start work prior to submitting an FTA. The CWA Administrator shall provide the FTA to the Unions through the Seattle Building Trades.

The Contractor shall submit the Pre-Job Package for self-performed work along with the Health and Safety Plan in accordance with the Contract Documents prior to attending a Pre-Job Conference with the Unions and the CWA Administrator.

7.2

The Contractor and any of its Sub-contractors who fail to attend such pre-job conference prior to the commencement of work shall be considered in violation of this CWA. The appropriate Union representative shall immediately notify the CWA Administrator of violation. The CWA Administrator shall require the Contractor to take corrective action regarding this matter.
ARTICLE 8 - PROJECT ADMINISTRATIVE COMMITTEE

8.1
Project oversight and administration shall be provided by a CWA Administrator. The CWA Administrator shall either be a dedicated internal WSDOT staff member or an independent third party contractor. The CWA Administrator shall be determined by WSDOT in consultation with the Seattle Building and Construction Trades Council and the Northwest National Construction Alliance II. The CWA Administrator’s duties shall include monitoring compliance and enforcement of the Agreement.

The parties to this CWA 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 CWA, a representative of the Building Trades Council, and the Owner’s CWA Administrator who shall meet at the Building Trades Council’s office according to a mutually agreeable monthly schedule. The PAC is tasked with addressing safety, compliance with apprenticeship utilization, preferred entry, job progress and other relevant issues that will affect the Project. The Contractor shall attend the PAC meetings as required, but not less than once each month.

Representatives of Sub-contractors, at every tier level, may also be required to attend PAC meetings. The CWA 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 CWA by the Contractors or its Sub-contractors. Additionally, the Unions agree to notify the CWA Administrator upon discovery of a potential violation of this CWA. They shall also bring up any practice by the Contractor or the Sub-contractors, which in their opinion might lead to a misunderstanding or dispute between the Parties. The Contractor or the Sub-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 CWA.

8.2
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 CWA shall be in writing and signed by all the Parties hereto.

8.3
All Parties signatory to this CWA acknowledge the importance of attendance and active support of the Project Administrative Committee and agree to participate in the meetings as their responsibility on the Project requires.

8.4
The PAC shall meet as required, but not less than once each month, to review the operation of the CWA.

8.5
The PAC shall be convened within forty-eight (48) hours on an emergency basis at the request of any party to the CWA.
8.6
The Owner is 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 9 - HIRING PROCEDURES

9.1
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, age, marital status, religion, sexual orientation, ancestry, veteran status, disability or national origin. This shall be applicable to all matters relating to hiring, training, promotion, transfer or termination of employees. Furthermore, the parties agree to cooperate to the fullest extent to achieve the intent and purpose of the applicable regulations of Title VII, the Civil Rights Act of 1964, and Executive Order No. 11246, or such laws or Executive Orders as may supersede them. Subject to the terms and conditions herein, to the extent the Contractor and its Sub-contractors, despite reasonable efforts, are unable to meet the objectives and requirements set forth in this Article through use of craft employees represented by any Union signatory, the Contractor and its Sub-contractors shall be allowed to recruit from any other source.

No employee covered by this CWA 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 while employed under the CWA. All employees shall, however, be required to comply with the Union security provision of the applicable CBA, for the period during which they are performing Covered Work, except as modified by this CWA. 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 the dues to the Union or Council.

9.2
In accordance with the Construction Contract, the Contractor shall provide qualified and competent employees to manage and perform the Contract Work. The Contractor has the right to determine the competency of all employees, the number of employees required and shall have the sole responsibility for selecting employees to be laid off, consistent with Article 6.

9.3
For Local Unions having a job referral system, the Contractor agrees to comply with such system and it shall be used exclusively by the Contractor and Sub-contractors. Such job referral system will be operated, as set forth herein, in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and nondiscrimination, and referrals shall not be affected by obligations of Union membership or the lack thereof.

The Contractor may reject any referral for any lawful nondiscriminatory reason, provided it complies with Article 10.8 regarding reporting pay. Upon referral or dispatch from a Union, “turnaround” or refusal of any worker by the Contractor or Sub-contractors, requires written explanation from the Contractor that shall be communicated from the Contractor to the CWA Administrator and the affected Union within forty-eight (48) hours.
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 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.

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

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

The Parties recognize the Owner's commitment to provide opportunities to participate on the Project to business entities, which may not have previously had a relationship with the Unions signatory to this CWA. To ensure that such entities will have an opportunity to employ their core ("Core") employees on this Project, the Parties agree that in those situations where any Contractor or Sub-contractor, not a party to a current collective bargaining agreement with the signatory Union having jurisdiction over the affected work is selected to perform Covered Work, such Contractor or 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 (1,000) hours in the construction craft during the prior three (3) years.

c) Were on the Contractor's or Sub-contractor's active payroll for at least sixty (60) out of the one hundred eighty (180) calendar days prior to the Contract Execution.

d) Have the ability to perform safely the basic functions of the applicable trade.

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

a) The Contractor or any Sub-contractor may request by name, and the Union will honor by referral, up to a maximum of three (3) designated Core employees per contractor 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 Contractors or Sub-contractors requesting Core employees may in addition also request up to two (2) registered apprentices enrolled in a WSATC program, including, but not limited to the Construction Industry Training Council (CITC) program for dispatch to the Project if they have been employed by the contractor for at least the previous sixty (60) days, provided that the ratio of apprentices to journey level workers is in compliance with the applicable apprenticeship program standards.

c) The Contractor and Subcontractors shall request all craft workers from Union hiring halls for dispatch using applicable local Union dispatch procedure and forms. Core employees of Contractors or Subcontractors which may not currently have had a relationship with the Unions signatory to this CWA are also required to be dispatched from Union hiring halls.

d) It is agreed that specific terms and conditions governing hiring and assignment of Union workers in supplement to small Contractor’s or Sub-contractor’s existing Core employees (who would be displaced by the local referral procedure) may be negotiated jointly by the Contractor or Sub-contractor and applicable local Union.

e) For the duration of the Contractor’s or Sub-contractor’s work, the ratio of Core employees to hiring hall referrals shall be maintained and when the Contractor’s or Sub-contractor’s workforce is reduced, employees shall be reduced in the same ratio as was applied in the initial hiring.

f) The Contractor and any Sub-contractors attempting to circumvent the hiring provisions of this CWA by misclassifying any of its employees as supervisors or foremen shall forfeit their right to employ Core employees on this Project.

g) No Core employee covered by this CWA 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 CWA. All Core employees not currently a member of the appropriate Union signatory to this CWA 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 Contractor or Sub-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 the dues or fees to the Union(s).
h) Contractors and Sub-contractors are responsible for honoring Union dues or representation fees check-off (for Union members and Core employees) and will remit the funds appropriately. The Contractor and Sub-contractor will contribute to the appropriate joint labor-management employee craft benefit trust fund(s) as set forth in the applicable collective bargaining unit agreement.

9.10

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 Contractor and Sub-contractors. Craft foremen shall be designated working foremen at the request of the Contractor and Sub-contractors. Craft workers covered by this CWA will, in the normal day-to-day operations, take their direction and supervision from their foreman.

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

10.1 Hours of Work

Eight (8) hours shall constitute a standard work day. Five (5) days, Monday through Friday, shall constitute a standard work week. Standard shift workdays shall be worked between the hours of 6:00 a.m. to 6:00 p.m. Monday through Friday for first shift with one-half hour unpaid lunch period. The Contractor may vary the start time to take advantage of daylight hours, weather conditions or shifts, to permit an even and manageable flow of workers to the jobsite, to accommodate Project constrains, or to comply with local permit conditions. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week. The Contractor shall provide notification of change in hours of work to the Unions in writing five (5) days prior to implementation. Work hours shall be uniform for all crafts.

10.2 4/10 Work Schedule

A Contractor, per the local collective bargaining agreement, may elect to work a four ten-hour day schedule ("4/10"), Monday through Thursday or Tuesday through Friday. Ten (10) hours, between 6:00 a.m. and 6:00 p.m., shall constitute a workday on a 4/10 schedule. Any 4/10 schedule must be worked for a minimum of two (2) weeks. The Contractor shall contact the CWA Administrator and the Union to notify them of which shift they will be using.

10.3 Lunch and Break Periods

The Contractor and its Sub-contractors will schedule an unpaid meal period of one-half (1/2) hour's duration at the work location approximately at the midpoint of the scheduled work shift.

1. Any employee required to work through the regularly established lunch period shall be paid an additional one-half (1/2) hour at the applicable overtime rate and shall eat their lunch on the Contractor's time. By mutual agreement between the Union and the Contractor an additional hour of overtime pay may be provided in lieu of above.

2. Employees required to work more than two (2) hours after the end of the regular eight (8) hour shift or one (1) hour after the end of the regular 4/10 schedule, ten (10) hour shift shall be furnished a meal and paid one-half (1/2) hour at the applicable wage rate and every five (5) hours thereafter, employees shall be given time for a meal. Mealtime shall be paid at the regular overtime rate and adequate
lunch be provided by the Employer at the Project Site. By mutual agreement between 
the Union and the Contractor an additional hour of overtime pay may be provided 
in lieu of above.

Break periods will be in accordance with applicable Washington State laws/rules and 
regulations.

10.4 Shifts

All shift work shall refer to the local applicable collective bargaining agreement.

10.5 Overtime

Except as otherwise required by the applicable prevailing wage determination, overtime will 
be paid at the rate of one and one-half (1-1/2) times the applicable straight-time hourly rate 
for work performed by an employee in excess of eight (8) hours daily, Monday through 
Friday on a five eight-hour day schedule, or for work performed in excess of ten (10) hours 
daily, Monday through Thursday or Tuesday through Friday, on a four ten-hour day 
schedule, or forty (40) hours per week. All work on Saturday, Sunday and holidays will be 
paid at the applicable overtime calculation rate as required by RCW 39.12. There will be no 
restriction on the Contractors’ scheduling of overtime or the non-discriminatory designation 
of employees who will work the available overtime. There shall be no pyramiding of overtime 
pay under any circumstances.

10.6 Holidays

Recognized holidays shall be in accordance with the Prevailing Wage statute by craft, but 
at a minimum shall include as follows: (1) New Year's Day, (2) Martin Luther King's Birthday, 
(3) Memorial Day, (4) Fourth of July, (5) Labor Day, (6) Thanksgiving Day and (7) Friday 
after Thanksgiving Day and (8) Christmas Day. Recognized holidays under this CWA shall 
be celebrated on the date the holiday is celebrated by the Owner. Work may be performed 
on Labor Day when circumstances warrant, i.e. the preservation of life and/or serious 
property damage. There shall be no paid holidays. If employees are required to work on a 
holiday, they shall receive the appropriate overtime rate as provided for by RCW 39.12.

10.7

It will not be a violation of the CWA when the Contractor or Owner 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 Contractor or the Sub-contractors request 
employees to stand by, the employees will be compensated for the stand by time as per the 
provisions of Article 10.8(a).

10.8 Reporting Time (Show-Up Time)

a) Reporting Pay. Employees reporting for work and for whom no work is provided, 
except when given notification at least two (2) hours prior not to report to work, 
shall receive two (2) hours pay at the regular straight-time hourly rate. Employees 
who are directed to start work shall receive four (4) hours pay at the regular straight 
time hourly rate. Employees who work beyond four (4) hours, shall be paid for 
actual hours worked. Whenever reporting pay is provided for employees, they may 
be required to remain at the Project Site available for work for such time as they
receive pay, unless released earlier by their supervisor. Each employee shall furnish
his/her Contractor with his/her current address and telephone number, and shall
promptly report any change in each to the Contractor. When an employee is
sent to the jobsite from the Union referral facility in response to a request from
the Contractor for an employee for one (1) day and starts work at the designated
starting time for his/her shift, the employee will be paid a minimum of eight (8) hours
for that day.

b) Make-up Day. If the Project is shut down by the Contractor and the employees are
unable to perform work for forty (40) hours in any work week due to weather
or other conditions over which the Contractor has no control, the Contractor(s)
may, to the extent permitted by the applicable prevailing wage law, schedule a
make-up day (Saturday for 5/8 schedule; Friday or Monday for 4/10 schedule). All
hours worked on a make-up day to complete the forty (40) hours for the standard
workweek shall be paid at the straight time rate of pay. Any hours in excess of
the standard workweek worked on Saturday shall be paid at time and one-half the
straight time rate of pay. For make-up day work, the full crew must be scheduled.
The make-up day may not be utilized on an individual employee basis or to make
up holidays. Make-up days are voluntary and should a crew member decline the
make-up day's work, the Contractor may select a member of another crew as a
replacement, or allow the crew to work without the regular crew member. All make-
up day work will be scheduled for a full work day.

c) Discharge Departure. When an employee leaves the job or work location of his/her
own volition or is discharged for cause or is not working as a result of any
contractor's invocation of Article 10.7, the employee shall be paid only for actual
time worked.

d) Premium Rate Day. In all cases, if the employee is reporting on a day on which an
overtime rate is paid, reporting pay shall be calculated at that rate.

ARTICLE 11 - APPRENTICESHIP

11.1

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 workforce 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.

11.2 Apprenticeship Requirements and Utilization Goals

The Contractor shall ensure that no less than twenty (20%) percent of the total Contract
labor hours utilized, per craft, on the Project are performed by Apprentices registered with
the Washington State Apprenticeship and Training Council (WSATC).

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 Best Efforts, to meet
or exceed the following Project requirement for apprenticeship utilization:
a) The Contractor and the Sub-contractors at all tier levels shall be required to make Best Efforts to achieve a requirement of twenty (20%) of all labor hours to be performed by apprentices on their particular contract or subcontract.

b) "Best Efforts" means the strongest possible efforts that the Contractor and its Sub-contractors can reasonably make to meet the established apprentice requirement and hiring goals.

c) The following identifies the aspirational hiring goals for minorities and women based on the total Apprentice Utilization Requirement percentage for this Project:

| Minorities | 21% |
| Women      | 12% |

11.3 Development of a Skilled Construction Workforce

WSDOT supports the development of a skilled construction workforce through appropriate apprenticeship and training organizations, particularly for minorities, women, Priority Workers and others facing significant employment barriers. WSDOT also supports pre-apprenticeship programs such as Seattle Vocational Institute Pre-Apprenticeship Construction Training program (PACT), Washington Building Trades Pre-Apprenticeship Construction Education (PACE) program, Apprenticeship and Nontraditional Employment for Women(ANEW), YouthBuild, Pacific Northwest Ironworkers Pre-Apprenticeship, TERO Vocational Training Center (TVTC), Trades Related Apprenticeship Coaching Program (TRAC), Cement Masons Pre-Apprenticeship Program, and Helmets to Hard Hats in their goals to assist workers with particular barriers.

11.4 Apprentice Utilization Plan

The Contractor and the Sub-contractors shall prepare and submit a plan for participation of WSATC-registered apprentices to the CWA Administrator at the pre-job conference. The Contractor and each Sub-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 11.2 (c) of this Article.

The first month following issue of the Notice to Proceed and until the Contractor obtains written Final Acceptance from the Owner, the Contractor shall submit a monthly report for its self and all Sub-contractors and suppliers to WSDOT’s online database on the numbers of apprentices and journey workers used by craft and trade at each tier and level of work.

11.5 Support for Pre-Apprenticeship through 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 this program is to facilitate a workforce reflective of the diversity of the State's population.

The Preferred Entry program, as defined by this Agreement will identify individuals, especially women, minorities, and disadvantaged youth, who are compliant with the entry standards for WSATC apprenticeship programs that allow for preferred entry of qualified
applicants into their programs. Preferred Entry candidates shall be placed with contractors working on the Project utilizing an interview process, as first period apprentices. The purpose of this program is to facilitate a workforce reflective of the population of Washington State, supporting goals of workforce inclusiveness.

Overall the Contractor must demonstrate how one (1) of each five (5) Apprentices will come from a State recognized Pre-Apprenticeship programs.

The Contractor shall ensure compliance with the preferred entry requirement that one (1) of every five (5) Apprentices on the Project is from a recognized pre-apprentice training program and receive preferred entry into apprenticeship and onto covered Projects per the processes outline in this Article 11. Preferred entry candidates must meet all of the following qualifications to be counted toward the preferred entry requirement:

1. Graduate of a recognized pre-apprentice training program as defined in this CWA Agreement or Helmets to Hardhats referral; and

2. Be employed at least 700 hours on the Project.

Contractors agree to hire preferred entry apprentices as early as possible in the Project.

If preferred entry apprentices are available, Contractors shall first proceed with the hiring process, as described in Article 9, and provide appropriate documentation to the CWA Administrator.

The Owner, Unions and Contractors recognize Preferred Entry Apprentices that are within the first two steps and/or years of their apprenticeship program. If a Preferred Entry apprentice leaves, Contractors will make an effort to replace that apprentice with another from the Preferred Entry program.

Identification and selection of qualified applicants shall include the Contractor(s), where candidates have been proposed by Contractors and the individual apprenticeship program’s designated representative. The final selection decision will be the responsibility of the Joint Apprenticeship Training Committee (JATC).

ARTICLE 12 - HELMETS TO HARDHATS

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 and other appropriate veteran’s programs, 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.

The Unions and Contractors agree to coordinate with the Center and other appropriate veteran referral sources, 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 13 - PAYDAY

13.1
All employees covered by this CWA shall be paid by check and/or direct deposit and shall be paid according to the applicable craft’s CBA. Paychecks shall be drawn on a local bank, or the Contractors shall make local check-cashing facilities available to the employees. No more than five (5) days’ wages may be withheld. Any employee who is discharged or laid off shall be entitled to receive all accrued wages immediately upon discharge or layoff. Notification of layoff shall be at the Contractor’s discretion but shall not be given later than the end of the work shift on the date the layoff is to be effective.

13.2
A penalty for a delinquent paycheck shall be paid, in addition to all wages due to the employee, according to the applicable craft’s CBA.

ARTICLE 14 - CRAFT JURISDICTION AND JURISDICTIONAL DISPUTES ADJUSTMENT

14.1
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. (Exhibit 1)

14.2
All jurisdictional disputes on this Project shall be settled and adjusted according to The 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 CWA. Written notification and a copy of the decision shall be provided to the Owner.

14.3
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.

14.4
Each Contractor will be required to conduct a pre-job conference, coordinated by the CWA Administrator, with the Building and Construction Trades Council prior to the initial commencement of work, and on an as needed basis for projects with multiple phases and/or start dates. 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. The Contractors will be advised in advance of all such conferences and shall participate.

14.5
Any award or resolution made pursuant to this procedure, shall be final and binding on the disputing Unions and the involved Contractor under this CWA 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 CWA. In all disputes under this Article, the Contractor shall be considered a party in interest.

ARTICLE 15 - WORK RULES

15.1

Employment begins and ends at the jobsite.

15.2

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.

15.3

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.

15.4

Security procedures for control of tools, equipment and materials are solely the responsibility of the Contractors and/or its Sub-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.

15.5

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

15.6

Recognizing the nature of the work being conducted on the site, employee access by private automobile may be limited to certain roads and/or parking areas.

15.7

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 PAC. These rules will be explained at the pre-job conference and posted at the Project Site by the Contractor(s) and may be amended thereafter as necessary. Failure to observe these rules and regulations by any employee may be grounds for discipline, including discharge.

15.8
Parking at or near the jobsite within three (3) city blocks or one thousand (1,000) feet will be provided to the workers at no cost.

- If parking cannot be provided within three (3) city blocks or one thousand (1,000) feet, transportation between the parking area and the jobsite shall be provided by the contractor with the employees going in on their time and out on the Contractor's time.

- If the transportation time exceeds fifteen (15) minutes each way the time shall be compensable.

- Parking shall be reimbursed if workers are required to park in a private lot.

ARTICLE 16 - MISCELLANEOUS PROVISIONS

16.1

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, or Contractors by persons of their choice.

16.2

The Owner 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 except as otherwise set out herein.

16.3

The Owner shall have the right to test, operate, maintain, remove and replace all equipment, apparatus or machinery installed, or to be used in connection with such installation on the work site with employees, agents or representatives of the Owner who shall work under the direct supervision of the Owner, as applicable if such supervision is deemed desirable.

16.4

Any employee who willfully damages the work of any other employee, or any material, equipment, apparatus, or machinery shall be subject to immediate termination.

16.5

In the interest of the future of the construction industry in the State of Washington, of which labor is a vital part, and to maintain the most efficient and competitive posture possible, the Unions pledge to work with management on this Project to produce the most efficient utilization of labor and equipment in accordance with this CWA.
ARTICLE 17 - SAFETY, HEALTH AND SANITATION

17.1 The Contractor, its Sub-contractors and the Unions signatory to this Agreement will form a Joint Labor/Management Safety Committee that shall be incorporated into the PAC. At this meeting, reports will be given on safety programs instituted by the Contractor and the Sub-contractors on the Project Site and to discuss and advise such parties of the CWA with regard to recommended safety programs and procedures in order to maintain the highest level of occupational safety possible on the Project Site.

17.2 The Contractor, the Sub-contractors and their respective employees shall comply with all applicable provisions of State and Federal laws and regulations including the Occupational Safety and Health Act of 1970 as amended.

17.3 The Contractor or its Sub-contractors shall provide a convenient and sanitary supply of drinking water, cooled in the summer months, and sanitary drinking cups.

17.4 The Contractor or its Sub-contractors 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.

17.5 Violators of the safety program will be subject to termination for cause and may be rehired after ninety (90) days.

17.6 All required safety equipment shall be provided by the Contractor or its Sub-contractors.

ARTICLE 18 - NO STRIKE - NO LOCKOUT

18.1 During the term of this CWA there shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason by the Unions and/or Local Unions 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.

18.2 The Unions and Local Unions 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.
18.3

Neither the Unions nor the Local Unions 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 Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

18.4

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

18.5

There shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity affecting the Project Site during the duration of this CWA. 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 18.6 of this Article.

18.6

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 Party invoking this procedure shall request a list of seven (7) arbitrators from FMCS. The Parties will select an arbitrator from the list by each Party alternately striking a name from the list until one name remains.. The Party invoking this procedure is responsible for notifying the selected Arbitrator of his appointment using 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 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 CWA 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.

f) 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.

g) 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 the Parties to whom they accrue.

h) 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.

i) If the Arbitrator determines that a work stoppage has occurred in accordance with
Section 18.6 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.

18.7

The procedures contained in Section 18.6 shall be applicable to violations of this Article.
Disputes alleging violation of any other provision of this CWA, 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 19 Grievance Procedure.

18.8

The Owner and Contractor are each a party of interest in all proceedings arising under this
Article, Article 14 and Article 19 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 19 - GRIEVANCE PROCEDURE
19.1

This CWA 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.

19.2

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.

19.3

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

a) Step 1. When any employee subject to the provisions of this CWA feels they have been aggrieved by a violation of this CWA, through their local Union business representative or job steward, shall, within ten (10) working days after receiving notice of the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local Union or the job steward and the work-site representative of the involved Contractor 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 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 CWA alleged to have been violated. Should the Local Union(s) or any Contractor(s) 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.

b) Step 2. The International Union Representative or designee and the involved Contractor(s) 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) 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 thereafter that the grievance be submitted to a mutually agreed upon Arbitrator. If the parties are unable to agree on an Arbitrator, then they shall request a list of seven (7) arbitrators from FMCS. The Parties will select an arbitrator from the list by each party alternately striking a name...
from the list until one name remains. 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(s) and the involved Local Union(s). 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, and shall not have authority to change, amend, add to or detract from
any of the provisions of this CWA.

19.4

The Owner and Contractor 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 20 - GENERAL SAVINGS CLAUSE

20.1

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 1 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.

20.2

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 21 - TERMS OF AGREEMENT

21.1

This Project Labor Agreement shall become effective upon execution, and shall continue
only until the Project is completed or abandoned by the Owner, or by the Contractors for
the Project.

21.2

a) Turnover. Construction of any phase, portion, section or segment of the Project
shall be deemed complete when such phase, portion, section or segments has
been turned over to the Owner by the Contractor(s) and the Owner has accepted
such phase, portion, section or segment. As areas and systems of the Project are
inspected and construction tested and/or approved by the Owner, the Agreement
shall have no further force or effect on such items or areas, except when a Sub-
contractor is directed by the Contractor(s) or the Owner to engage in repairs or
modifications required by its contract(s) with the Owner.
b) Notice. Written notice of each final acceptance received by the Contractor(s) will be provided to the Building Trades Council(s) 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 a letter of completion/Final Acceptance is given by the Owner to the Contractor(s). A copy of the "punch list" will be available to the Unions.

c) Termination. Final termination of all obligations, rights and liabilities and disagreements shall occur upon receipt by the Building Trades Council(s) of a written notice from the Owner or Contractor(s) saying that no work remains within the scope of the Agreement for the Contractor(s) or their successor(s).

21.3

The Parties may mutually agree to amendments or modification of this agreement, in the following specific areas:

- Priority Hire
- Bona Fide Benefit Programs

22.1

ARTICLE 22 - WAGE SCALES AND FRINGE BENEFITS

In consideration of the desire of the Owner, the Contractors and the Unions for all construction work to proceed efficiently and economically and with due consideration for protection of labor standards, wages and working conditions, all parties agree that:

22.2

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 Contractors, or by any other person who performs a portion of the work contemplated by this Agreement and which is covered by the terms hereof.

The Contractor is responsible for assigning the appropriate classification to all laborers, workers or mechanics that perform any work under this Agreement, in conformance with the scope of work descriptions established by the Industrial Statistician of the Washington State Department of Labor and Industries (L&I) and subject to Jurisdictional Disputes processes provided in this Agreement. See Article 14 - Craft Jurisdiction and Jurisdictional Disputes Adjustment and Article 19 – Grievance Procedures, where applicable.

22.3

The Contractor(s) and its Sub-contractors will recognize the applicable Federal and/or 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, the Contractor(s) and its Sub-contractors 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.

22.4

The current Washington state prevailing wage rates (PWR) for the inception of this Project are dated as the date of the issuance of the RFP. Such PWR which have been provided to the parties hereto by the industrial statistician of the Washington State Department of Labor and Industries will be available for review at the L&I website and are incorporated into this Agreement as if set forth herein.

22.5

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.

The Contractor and all subcontractors are required to pay into an appropriate joint labor/management employee benefit trust(s) ("Trust Fund"), regardless if they participate in an employer sponsored benefit plan(s). Contractor and Subcontractors are required to complete trust documents and submit the documents to the Trust Fund for each worker and to pay into the Trust Fund as required by that Trust Fund's schedule.

If any Subcontractor does not pay into the Trust Fund, the Union may provide notice to the Contractor and the CWA Administrator in the form of a grievance or other communication.

a) If after ten (10) business days from such notice, delinquencies remain unpaid, the Contractor (if different) shall withhold an amount to cover the delinquency from any unpaid funds otherwise due and owing to the delinquent subcontractor and shall not release such withholding until the delinquent Subcontractor is in compliance.

b) The delinquent Subcontractor, and the Contractor (if different), by mutual agreement, may identify other agreeable solutions that assure timely payment to the Trust Fund. If the delinquent amounts are undisputed in whole or in part between the Trust Fund and the delinquent Subcontractor, the Contractor (if different) shall issue a joint check to the Trust Fund with the Subcontractor named in the amount of the undisputed delinquency.

22.6

Copies of the Trust Agreements are available upon request.

ARTICLE 23 - DRUG FREE WORKPLACE

23.1

The parties to this CWA agree that the Contractor shall implement a Drug Free Workplace Policy and Program for the duration of this CWA. Prior to any implementation, the Policy and Program shall be provided to the PAC for review and mutual approval by the parties.
WSDOT ENDORSEMENT

The authorized signature by the undersigned affirms the approval of this Agreement by WSDOT and its adoption of this Agreement as a bid specification for contracts covering all work within the scope of this Agreement.

FOR THE PARTIES:

Washington State Department of Transportation:

[Signature]
Chris Christopher
Director of Construction Division, State Construction Engineer
Signature Date: 4/25/18

Denise Cieri
Director, SR 520 Bridge Replacement Program
Signature Date: 4-24-18

Seattle Building & Construction Trades Council:

[Signature]
Monty Anderson
Executive Secretary
Signature Date: 4-10-18

Northwest National Construction Alliance II:

[Signature]
Dan Hutchins
Contract Administrator
Signature Date: 4-10-18
Heat & Frost Insulators & Allied Workers Local 7
Signature: Todd Mitchell
Business Manager

Bricklayers & Allied Craft Workers Local 2
Signature: Benny Wright
Business Manager

Boilermakers Local 502
Signature: Tracey Eisenberger
Business Manager

Cement Masons & Plasterers Local 528
Signature: Eric Coffelt
Business Manager

IBEW Local 46
Signature: Bud Allbery
Business Manager

IUPAT District Council 5
Signature: Denis Sullivan
Business Manager

Elevator Constructors Local 19
Signature: Patrick Strafer
Business Manager

UA Plumbers & Pipefitters Local 32
Signature: Jeffery A. Owen
Business Manager

Iron Workers Local 86
Signature: Chris McClain
Business Manager

Roofers Local 54
Signature: Steve Hurley
Business Manager
Laborers Local 242

Signature: 

Dale Cannon
Business Manager

Sprinkler Fitters Local 699

Signature:

Stanton Bonnell
Business Manager

Sheet Metal Workers Local 66

Signature: 

Tim Carter
Business Manager

Operating Engineers Local 302

Signature:

Teamsters Local 174

Signature: 

Carl R. Hasea
Rick Hicks
Business Manager
LETTER OF ASSENT FOR THE

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 Community Workforce 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 Community Workforce 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 Community Workforce Agreement.

(3) Agrees to secure from any Contractor(s) (as defined in said Community Workforce 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.

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Exhibit 1: The Plan for the Settlement of Jurisdictional Disputes
EXHIBIT 1

THE PLAN FOR THE SETTLEMENT OF JURISDICTIONAL DISPUTES IN THE CONSTRUCTION INDUSTRY

The Building and Construction Trades Department, AFL-CIO, on behalf of its fifteen affiliated National and International Unions and their Local Unions, have joined with five employer associations to establish the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the Plan). The jurisdictional disputes procedure has been in effect since 1984 and replaced such predecessor plans as the Impartial Jurisdictional Disputes Board and the National Joint Board. The Building and Construction Trades Department’s Constitution requires all jurisdictional disputes between crafts to be settled pursuant to the Plan. As the Plan is a voluntary dispute resolution mechanism, however, a case will not be processed unless the employer agrees to be bound to the Plan.

2 When a jurisdictional dispute arises, the National or International unions have five days to resolve the matter. Anytime within the five day period, the involved National or International Unions or the contractor responsible for making the assignment may request the matter be arbitrated. The parties then have three days to select an arbitrator from a permanent panel of arbitrators knowledgeable in the construction industry. Once selected, the arbitrator must hold the hearing within seven days. The arbitrator issues a decision within three days of the close of the hearing. 3 The arbitrator may not award back pay or damages for miss-assignment of work nor may any party bring an independent action for damages based on the arbitrator’s award. The losing party pays the fees and expenses of the arbitrator. The arbitrator’s decision is final and binding. There is no appeal procedure.

The Plan prohibits work stoppages, slowdowns, NLRB and court actions, and grievances under a collective bargaining agreement where the issue involves a jurisdictional dispute or assignment of work by a stipulated contractor. If a union engages in such activity, the Plan provides for expedited arbitration to resolve the matter. Upon notice by the contractor of an impediment to job progress, the Administrator informs the appropriate General President. If the General President is unable to stop the impediment, the Administrator selects an arbitrator to hold a hearing within 24 hours. The sole issues at the hearing is whether there has been an impediment to job progress. The arbitrator must issue a decision within three hours after the close of the hearing. If court enforcement of arbitrator’s decision is necessary, the Administrator is authorized to file a court action to enforce the decision.

An employer may stipulate to the Plan by the terms of a collective bargaining agreement, signing a separate form, or by membership in an employers' association which binds its members to the Plan.

The criteria utilized by Plan arbitrators in rendering decisions are: 1) whether a previous decision or agreement of record between the parties to the dispute governs; 2) if not, whether there is an applicable agreement between the crafts governing the case; and 3) if not, the arbitrator then considers the established trade practice and prevailing practice in the locality. In addition, the Plan provides that because efficiency, cost or continuity and good management are essential to the well-being of the industry, the arbitrator shall not ignore the interest of the consumer or the past practice of the employer.

A third type of dispute processed under the Plan involves changes in original assignment. Under the Plan, a contractor may not change an assignment of work from one craft to another unless directed by a Plan arbitrator or there is agreement between the crafts involved. The Administrator decides all original assignment questions. The sole issue is whether there has been a change in assignment, not whether the assignment was correct. Any party may appeal an original assignment determination of the Administrator to a Plan arbitrator.