



Transportation and Public Works Agenda

July 13, 2023, 5:30 – 6:30 PM
SeaTac City Hall – City Council Chambers
Hybrid Meeting

Councilmembers:
Chair Kwon
Mayor Simpson
CM Gobena

A quorum of the Council may be present.

Staff Coordinator: Will Appleton, Public Works Director; Florendo Cabudol, City Engineer

This meeting will be conducted in a hybrid format with in-person and remote options for public participation. The meeting will be broadcast on SeaTV Government Access Comcast Channel 21 and live-streamed on the City’s website <https://seatacwa.gov/seatvlive> and click the “live” channel 1 grey box.

ITEM	TOPIC	PROCESS	WHO	TIME
1	Call to Order		Chair	
2	Roll Call of Committee Members	Take Attendance	Chair	2 min.
3	Minutes of May 25	Approval of minutes	Committee	3 min.
4	<p>PUBLIC COMMENTS: The committee will hear in-person public comments and is also providing remote oral and written public comment opportunities. All comments shall be respectful in tone and content. Providing written comments and registering for oral comments must be done by 2:00 PM the day of the meeting. Registration is required for remote comments and encouraged for in-person comments. Any requests to speak or provide written public comments which are not submitted following the instructions provided or by the deadline will not be included as part of the record.</p> <ul style="list-style-type: none"> • Instructions for providing remote oral public comments are located at the following link: Council Committee and Citizen Advisory Committee Virtual Meetings. • Submit email/text public comments to TPWpubliccommentt@seatacwa.gov. The comment will be mentioned by name and subject and then placed in the committee handout packet posted to the website. 		Chair	5 min.
5	Priority Hire/ Community Workforce Agreement	Discussion/Action	Will Appleton	40 Min
7	Public Works Update	Information Only	Will Appleton	5 min
8	Adjourn			



Transportation & Public Works Committee Meeting

Minutes

May 25, 2023
4:30 PM – 6:00 PM
** Hybrid Meeting **

Commenced: 4:32 PM
Adjourned: 5:14 PM

<u>Members:</u>	<u>Present</u>	<u>Excused</u>	<u>Unexcused</u>
CM Kwon, Chair	X		
Mayor Simpson	X		
CM Takele Gobena			X

Other Councilmembers participating:

Staff Coordinators: Will Appleton, Public Works Director; Florendo Cabudol, City Engineer

Other Staff Participating: Brenton Cook, Senior Engineer, Gwen Voelpel, Deputy City Manager, Zack Shields, Senior Planner, Kamal Mahmoud, Engineering Manager,

1. Call to Order	Chair Kwon called the meeting to order at 4:32 PM.
2. Public Comment	Written public comment: None. Public oral comments: None.
3. Review of the Minutes	A copy of the May 11 minutes was provided to the committee for review and the committee approved the minutes.
4. Award of ST-903 2023 Overlays Construction Project	Discussion/Action Brenton Cook, Senior Engineer, presented an overview of the 2023 Overlays Construction Project Award. There was much discussion regarding the contractor for this project. Staff responded and the committee was satisfied with the response.

	<p>There was much discussion regarding Stormwater Treatment tracking for this project and other Stormwater projects around the area. Staff responded and the committee was satisfied with the response.</p> <p>The Committee unanimously agreed to move the Award Construction Contract to the June 13th Regular Council Meeting as a Consent Agenda item.</p>
<p>5. Adoption of 2024-2029 Transportation Improvement Program (TIP)</p>	<p>Discussion/Action</p> <p>Florendo Cabudol, City Engineer, presented an overview of the 2024-2029 Transportation Improvement Program.</p> <p>The Committee unanimously agreed to move the Program to the June 13th Regular Council Regular Council Meeting as an Action Item with a Public Hearing and recommendation to adopt.</p>
<p>6. Department Updates</p>	<p>Will Appleton, Public Works Director, presented update items for the Committee.</p> <ul style="list-style-type: none"> • The 2023 Overlays Project at S. 154th between Des Moines Memorial Drive and 24th Ave S. will be moving forward with construction shortly. • The River Ridge Sidewalk Project will be under construction shortly. • Staff will be re-applying for the Safe Streets and Roads for All Grant this year. There will also be a survey inviting the public to express opinions on the Military Rd. multi-year project between S. 150th and S. 128th Streets. • The Lake to Sound Trail Segment C will reach substantial completion at the end of Quarter 3. Waiting for a new signal pole to be installed at South 192nd and Des Moines Memorial Drive. • 2nd annual SeaTac Scrub down event July 15th from 9am-12pm at Angle Lake Park. There will be food and music after the event has taken place. • Public Works has purchased a new remote-controlled mower to increase safety and productivity. <p>A question was raised by the committee regarding the construction project located at Maywood Elementary, asking if there will be street improvements included in the project. Staff responded stating that there will be frontage improvements on both the South 200th and Des Moines Memorial Road South segments of the project.</p>

7. Adjourn	Chair Kwon adjourned the meeting at 5:14 PM.
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TO BE APPROVED



MEMORANDUM

To: Transportation and Public Works Committee
From: William Appleton, Public Works Director
Date: 7/13/2023
Subject: Priority Hire / Community Workforce Agreement

Purpose:

To inform the Committee about the use of Community Workforce Agreements (CWA's) as a mechanism to increase employment and training opportunities for SeaTac residents as well as residents of South King County on large capital construction projects. Specifically, on City owned capital projects costing more than \$5 million.

Parties to a CWA, and the Contractors and Subcontractors who assent to work under a CWA, acknowledge to support the efforts of the project owner to increase employment opportunities for workers who reside in SeaTac/South King County, to help increase social equity, workforce diversity, increase training and employment opportunities for residents in the construction trades through Priority Hire, Apprenticeship, and Preferred Entry programs.

Public Works is presented with an opportunity to pilot the Priority Hire program by applying a CWA on an upcoming capital project (34th Ave South, Phase 2) with support and grant funding from King County. King County is especially well suited to assist SeaTac with this opportunity as the County operates a successful Priority Hire program for County construction projects with an engineer's estimate of \$5 million or above. Grant funding from the County would assist with the administrative costs associated with program implementation/execution throughout the project duration.

Background:

Construction trade jobs are high skill level, living wage jobs that help communities thrive when their residents have the necessary training and opportunities to obtain them. The Priority Hire program is implemented through the use of a CWA that is intended to expand pathways to Apprenticeships and develop a skilled workforce through Pre-Apprenticeship programs, particularly for enhancing the opportunities of women and people of color. Priority Hire requirements set an overall percentage of labor hours on the contract for work by Priority Hire workers. The requirements will be separate for apprentice and journey-level Priority Hire workers. Workforce requirements and goals associated with a CWA include:

- Priority Hire Apprentice Requirements – A requirement that a minimum percentage of the total labor hours for the contract be performed by state registered apprentices who reside within specified ZIP codes.
- Priority Hire Journey Worker Requirements – Sets a requirement that a minimum percentage of workers be Journey level and reside within specified zip codes.
- Apprenticeship Requirement – Means the overall percentage of labor hours established for the contract for work by state registered apprentices. This requirement is expressed as a percentage of the total labor hours for the contract.
- Preferred Entry Program Requirement for 20 % of all apprentice labor hours on the project be performed from individuals from a recognized pre-apprentice training program and that these workers receive Preferred Entry into an apprenticeship and onto the project for all workers that meet the Preferred Entry qualifications as defined in the CWA.

Individual Apprentice Hiring Goals for minorities, women, and economically disadvantaged youth:

- Minority Goal– **TBD** % of the Apprentice Utilization Goal
- Women Goal– **TBD** % of the Apprentice Utilization Goal
- Economically Disadvantaged Youth– **TBD**% of the Apprentice Utilization Goal

Contractors awarded projects that are subject to a CWA containing the workforce requirements described above must have access to a labor pool that allows them to meet these requirements. Construction Labor Unions, as party to CWA agreements, serve this function. Because of Union involvement around workforce resourcing, a CWA functions as a comprehensive pre-hire collective bargaining agreement that sets the basic terms and conditions of employment for an entire project. In exchange for ensuring that workforce requirements are met, the Union is able to ensure that Union labor is utilized on the job.

The following three documents have been included in the Committee packet.

- 1) Draft CWA agreement
- 2) King County's Master Community Workforce Agreement FAQ sheet
- 3) Staff Presentation

Options/Recommendations:

1. Make no change to current contracting approach and workforce requirements with respect to capital construction projects. Continue to follow Nondiscrimination and Equal Opportunity requirements on all projects as well as Disadvantage Business Enterprise Participation goals, as applicable.

2. Proceed with development of a final draft CWA for SeaTac, negotiate with the construction labor unions to finalize the agreement, and implement a pilot program on the upcoming 34th Ave South, Phase 2 project. Evaluate the success of the program based on collected data/metrics and make recommendations regarding future adoption. This option would also include accepting grant funding from King County in the amount of \$218,669.00.
3. Explore alternate approaches to meeting enhanced workforce requirements on the 34th Ave South, Phase 2 project and report back to committee.

COMMUNITY WORKFORCE AGREEMENT

BETWEEN



AND

**SEATTLE/KING COUNTY BUILDING AND
CONSTRUCTION TRADES COUNCIL**

AND

NORTHWEST NATIONAL CONSTRUCTION ALLIANCE II

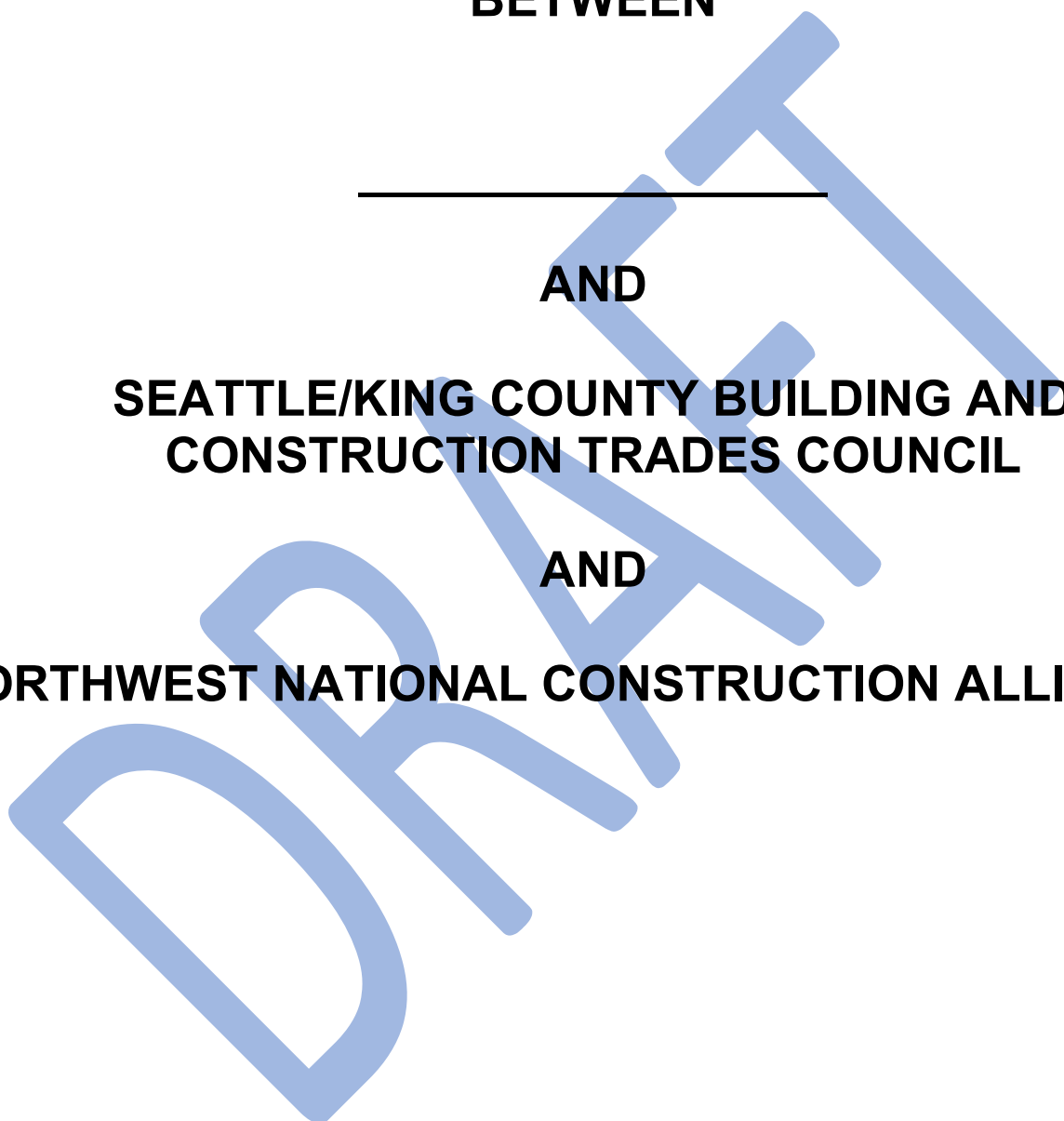


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ARTICLE 1 – PREAMBLE

1.1 This Master Community Workforce Agreement ("CWA") is entered into on _____, 20__ by and between _____ or the "Owner") the Contractor(s) selected for covered projects, herein, ("Contractor"), or Prime Contractor for and on behalf of themselves and their Subcontractors ("Subcontractor"), and the Seattle/King County Building and Construction Trades Council, Northwest National Construction Alliance II, and the Local Unions acting on their own behalf and on behalf of their respective affiliates who become signatory hereto, (the "Union(s)" or "Local Union(s)") with respect to all construction as defined herein. The Owner, Contractor, Subcontractors 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 Subcontractors of every tier.

Nothing in this CWA shall modify, amend, or supersede any of the provisions set forth within the Contract between _____ and the selected Contractor(s) and their Subcontractors, as identified within. This CWA meets the intent and obligations set forth in which directs a Priority Hire Program and an agreement executed between _____ and the Seattle Building and Construction Trades Labor Council and the Northwest Construction Alliance II.

1.2 It is understood by the parties to this CWA that when this CWA is signed by, _____ or designee, it will become the policy of King County that the construction work covered by this Agreement will be contracted exclusively to the Contractor and its Subcontractors, of every tier, who agree to execute and be bound by the terms of this Agreement by Letter of Assent. The Contractor will monitor the compliance with this CWA by all Subcontractors of every tier. This CWA covers _____

1.3 _____ 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 Subcontractors, of every tier, performing covered work will become a party to this Agreement. The CWA Administrator shall administer, and the Parties shall ensure compliance with this Agreement.

1.4 This CWA represents the complete understanding of the Parties, and no Contractor or Subcontractor 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 Subcontractor 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.

1.5 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 performs work at other sites on either a Union or a non-Union basis, and without regard to whether employees of such Contractor are or are not members of any project or at any location other than the project site as defined in this CWA. 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 CWA, and the Contractors and Subcontractors who assent to work under this CWA, acknowledge to support the efforts of _____ to increase employment opportunities for workers who reside in King County, to help increase social equity, workforce diversity, increase training and employment opportunities for residents in the construction trades through Priority Hire, Apprenticeship, and Preferred Entry programs. The parties also agree to promote efficiency of construction operations performed for and within the

County, and to provide for peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the projects. This CWA also supports the Contractors and its Subcontractors efforts and obligations to utilize women-owned and minority-owned firms certified by the State of Washington, and Small Contractors and Suppliers (SCS) meeting the eligibility criteria for the _____ small contractor program

2.2 (“Project Site(s)” or the “Site(s)”) shall be understood to refer to _____ public works project(s), the location at which construction, equipment or services furnished by the selected Contractor(s) of every tier, will be performed, completed and or delivered.

The purpose of the CWA is to ensure that all construction work at the Project Sites, and the operation of existing facilities, will proceed continuously without interruption, efficiently, economically, and with due consideration for the protection of labor standards, wages and working conditions.

In recognition of the special needs of each 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, Subcontractor 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 Subcontractors, shall have become bound hereto.

2.3 The Parties are committed to providing open access to procurement opportunities for all contractors and to assuring an adequate supply of craft workers possessing the requisite skills and training in order to provide the ratepayers a project of the highest quality. Further, the parties agree to cooperate throughout the term of this Agreement to develop methods to reduce _____ construction and project administrative costs.

2.4 In accordance with _____ a respectful workplace policy shall be included in all Construction Contracts, free from discrimination, harassment, humiliation, hazing and bullying against any person

ARTICLE 3 – UNION RECOGNITION AND REPRESENTATION

3.1 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.

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 7). It is understood that because of the scope of the Projects 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 Sites. 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 this Section and such access will not be unreasonably withheld from an authorized representative of the Union.

3.2 The Unions signatory hereto shall have the right to designate a Steward for each Subcontractor signatory with that craft type, one (1) working journeyman as Steward for all related craft personnel, who shall be recognized as the Union's representative for a signatory hereto. Such designated Stewards shall be a qualified

worker assigned to a crew and shall perform the work of their craft. Under no circumstances shall there be a non-working Steward on the Project.

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

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

3.5 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 Subcontractors.

3.6 It is recognized by the Contractor that the employee selected as Steward shall remain on the job if 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 electronic means.

Reduction in Force: Forty-eight (48) hours prior written notice.

3.7 A 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 Contractor's Sub-contractors, up to and including discharge or/and removal from the Project.

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

3.9 A 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 4 – SCOPE OF AGREEMENT

4.1 This CWA shall apply and is limited to _____ as defined in this Article and performed by those Contractor(s) and their Subcontractor(s) of any tier who have been awarded contracts for Covered 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 necessary to the Project as described herein ("Covered Work"). This CWA shall also apply to any artwork installed by the Contractor or its Subcontractors. Any work defined in RCW 39.12 will be subject to the CWA.

It is agreed that the Contractor shall require all Subcontractors 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 ensure compliance with this Agreement by the Subcontractors. 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 CBA's, 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 20, 21, and 22 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 SMWIA members and (5) structural/architectural systems which are traditionally the work of PNW Regional Council of Carpenter members and (6) masonry Items (such as natural stone, quartz, manufactured stone, brick panels, terrazzo tiles and stair treads) that require assembly, cutting, modification or other fabrication which are traditionally the work of BAC 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. 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.

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 Subcontractors will be obligated to sign any other local, area, or national agreement.

4.2 Items specifically excluded from the scope of the Agreement are as follows:

- (A) Work of non-manual employees, including but not limited to, superintendents, supervisors, assistant supervisors, staff engineer inspectors, quality control and quality assurance personnel, timekeepers, mail carriers, clerks, office workers, including messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, community relations or public affairs, environmental compliance, supervisory and management employees and suppliers and vendors who furnish and/or deliver finished goods.
- (B) Artists performing work that is not subject to prevailing wage. All artworks shall be reviewed by the Project Administrative Committee a minimum of one hundred and twenty (120) days prior to installation.
- (C) Furniture, fixture, and equipment installers retained by the Owner to be performed after building trades Subcontractors have completed construction related work and/or after the contract completion date.
- (D) Employers and their employees controlled by the Owner.
- (E) Employees engaged in any work performed on or near, or leading to or into, the Project Site by State, County, City or other governmental bodies, their retained contractors, or by public or private utilities or their contractors, or by other public agencies or their contractors.
- (F) Onsite equipment maintenance performed or supervised by the employees of the owner of the leased equipment. If such work is subcontracted, it is subject to the provisions of this CWA.
- (G) Employees engaged in warranty functions and warranty work, and on-site supervision of such work.
- (H) Startup, testing, and commissioning personnel employed by the 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.
- (I) Off-site manufacture of materials, equipment, or machinery except as identified in Section 4.1.
- (J) Non-construction support services contracted by the Owner or the Contractor in connection with this Project.
- (K) All employees, sub-consultants and agents of the design teams or any other consultants of the Owner for specialty testing, architectural/engineering design, and other professional services.

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, check-out, 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 CBA's between such bidder and any party to this CWA; provided that, except as provided under Article 6 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 CBA, 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 Subcontractors.

4.9 None of the provisions of this CWA shall apply to King County and nothing contained herein shall be construed to prohibit King County or its employees from performing their routine work on the Project Site. King County 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 or all portions of the Covered Work at any time.

4.11 A County Representative may visit the Project Site, Prime Contractor, and Subcontractor offices to review records related to the solicitation of SCS, WMBE, and utilization of Priority Hire, Preferred Entry, Women, People of Color, including employee site interviews, and any other provisions requiring compliance. The Contractor(s) shall provide all reasonable assistance requested by King County during such visits.

ARTICLE 5 – MANAGEMENT RIGHTS

5.1 Subject to the requirements of the Construction Contract and the terms of this CWA, the Contractor and the Contractor's Subcontractors retain full and exclusive authority for the management of its operations. The Contractor and the Contractor's Subcontractors shall direct their working forces at their sole prerogative, including, but not limited to, hiring, promotion, transfer, lay-off, in accordance with craft CBA, 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 7).

5.2 No rules, customs, or practices shall be permitted or observed which limit or restrict production, productivity, and efficiency, or limit and restrict the efforts of employees working individually and/or jointly. The Contractors and the Contractor's Subcontractors may, in its sole discretion, utilize the most efficient method or techniques of construction, tools, or other labor-saving devices.

5.3 The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth. The Contractors and the Contractor's Subcontractors, therefore, retain all legal rights not specifically covered by this Agreement.

5.4 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, nor, regardless of source or location upon the full use, and installation and utilization of equipment, machinery, package units, pre-casts, prefabricated, 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, check-off 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 22 of this CWA.

ARTICLE 6 – PRE-JOB CONFERENCES AND PRE-JOB PACKAGE

6.1 The Prime Contractor and the Subcontractors at every tier level shall be required to provide to King County completed pre-job forms and 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 Subcontractors will be required to arrange such a pre-job conference through the Owners CWA Administrator. The Contractor may attend with the Subcontractor, but it is not required. In addition to the project information, the Prime Contractor and/or its Subcontractors will present all information available regarding the scope of work, craft trade assignments, self-performed work, Subcontractor list if applicable, a signed Letter of Assent, Core worker list, start dates, duration of job, estimated peak employment, and any other conditions deemed particular to the contract or subcontract. The Prime Contractor shall provide the CWA Agreement, Apprenticeship requirements, Priority Hire requirements, Preferred Entry requirements, and aspirational hiring goals for the project to all Subcontractors.

Contractors shall file a Final Trade Assignment a minimum of one week after the pre-job conference and prior to starting work. All Contractors shall confer with any craft challenging initial trade assignments prior to submitting a Final Trade Assignment. A craft challenging a Contractor's Final Trade Assignment shall contact the contractor(s) and notify the CWA Administrator.

6.2 The Prime Contractor and/or Subcontractors having previously attended a pre-job conference for a King County project may submit a request for a waiver to the Building Trades from attending the pre-job meetings provided they are performing the same scope of work.

6.3 The Contractor and any of its Subcontractors who fail to attend such pre-job conference prior to the commencement of work shall be considered in violation of this CWA. The appropriate Building Trades Council and/or NCA II Representatives shall immediately notify the Owner of the violation, and the Owner shall require the Contractor to take corrective action regarding this matter.

ARTICLE 7 – PROJECT ADMINISTRATIVE COMMITTEE

7.1 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 Priority Hire requirements, 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, track performance meeting workforce requirements and goals, and maintain copies of Craft Worker Request Forms for the duration of the Project.

Representatives of Subcontractors, at every tier level, may also be required to attend PAC meetings. The Owner's 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 Contractor or its Subcontractors. Additionally, the Unions agree to notify the Owner's CWA Administrator upon discovery of a potential violation of this CWA. They shall also bring up any practice by the Contractor or the Contractor's Subcontractors, which in their opinion might lead to a misunderstanding or dispute between the Parties. The Contractor or the Contractor's Subcontractors shall bring in any complaints regarding failure of any employee or employees, or of the Unions to carry out all provisions of the CWA.

7.2 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.

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

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

7.5 The PAC shall be convened within forty-eight (48) hours on an emergency basis at the request of any party to the CWA.

7.6 The Owner is a party in interest and shall be sent contemporaneous copies of all notifications required under this Article. At the Owners option, the Owner may initiate or participate as a full party in any proceeding brought under this Article.

ARTICLE 8 – AFFIRMATIVE ACTION

8.1 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 fully cooperate to achieve the intent and purpose of the applicable regulations of Title VII, Civil Rights Act of 1964, and Executive Order No. 11246, or such laws or Executive Orders as may supersede them. This Agreement is subordinate to US Equal Employment/Affirmative Action Regulations.

ARTICLE 9 – PRIORITY HIRE PROGRAM

9.1 The Owner has project specific Priority Hire requirements for all Covered Projects (Priority Hire Program) that directs the Contractor and Subcontractors to utilize qualified and competent workers from economically distressed ZIP codes (“Priority Hire Workers”). The Priority Hire Program is aligned with actions in the County’s 2016 Equity and Social Justice strategic plan co-created with employees and community partners and is designed to prioritize the recruitment and placement of economically disadvantaged local workers on designated _____ public works projects. The Program is intended to help address construction workforce shortages, diversify the construction workforce, and improve the well-being of individuals who live in geographical areas of economic distress, while focusing on participation by Apprentices and Journey level construction workers who have been historically underrepresented in the construction industry, including people of color,¹ women, and veterans for a specified share of total hours worked on covered projects.

9.2 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 itself and all Subcontractors and suppliers to the Business Development and Contract Compliance (BDCC) office of _____. The Contractor must report on meeting the requirements of Article 9, and the Construction Contracts in _____ Diversity Compliance Management System (DCMS) as provided in the executed Construction Contract.

Unions shall first dispatch Priority Hire Workers and shall continue to prioritize the dispatch of such workers even after the required percentages are stabilized. The Union shall prioritize dispatch of Priority Workers who are residents of the designated ZIP codes first, and then dispatch Priority Workers from other ZIP codes in King County

Contractors and Subcontractors must also report on employee demographics and other pertinent information requested by the Owner. Labor hours performed by workers living outside of Washington will be excluded from Priority Hire Worker calculations when determining whether the percentage requirements of total Priority Hire Worker hours have been achieved.

9.3 The Contractors failure to allow adequate time to comply with the requirements and processes of the CWA including Priority Hire are non-excusable delays. When a Contractor is not in compliance with the Priority Hire requirements, they must submit documentation to the City that supports its best efforts for meeting Priority Hire requirements and an action plan detailing methods and/or steps to be taken to achieve said requirements.

ARTICLE 10 – PREFERRED ENTRY PROGRAM

10.1 _____ supports the development of a skilled construction workforce through appropriate Apprenticeship and Training Organizations, particularly for people of color, women, Priority Hire Workers, and others facing significant employment barriers. _____ also supports Pre-Apprenticeship programs in their goals to assist workers with particular barriers.

10.2 The Parties agree to construct and expand pathways to family wage jobs and careers in the construction industry for community residents through collaborative workforce development systems involving community-based training providers and WSATC registered apprenticeship programs. The purpose of this program is to facilitate a workforce reflective of the diversity of the County’s population.

¹ The term “people of color” also means “minorities” and is often the used term in King County code, ordinance, and contract documents.

10.3 The Preferred Entry program, as defined by this Agreement will identify individuals, especially women, people of color, disadvantaged youth and those from economically distressed ZIP codes as defined by King County, 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 in accordance with each Union's dispatch procedures and JATC rules. The Parties recognize Preferred Entry Candidates as individuals that have completed a Washington State recognized pre-apprenticeship program and been accepted into a WSATC Apprenticeship program until they reach journey level status. The purpose of this program is to facilitate a workforce reflective of the population of _____, supporting goals of workforce inclusiveness.

Overall, the Contractor must demonstrate that twenty percent (20%) of all Apprentice labor hours be performed by Preferred Entry Apprentices and shall come from a WSATC recognized Pre-Apprenticeship Program or other mutually agreed-upon programs that serve people living in economically distressed ZIP codes, minorities, disadvantaged youth, women and/or veterans. It is a goal that each Preferred Entry Apprentices be employed a minimum of 700 hours on each covered project, with the exception that King County may lower the goal to 350 hours on covered projects for specific scopes at their discretion. Contractors shall make good faith efforts or best efforts to achieve the minimum goal of 700 hours for Preferred Entry and will be reviewed monthly at the Project Administrative Committee (PAC) meeting.

Contractors agree to hire Preferred Entry Apprentices as early as possible in the Project. If Preferred Entry Apprentices are available, proceed with the hiring process, as described in Article 13, and provide appropriate documentation to _____. The hours worked by eligible Preferred Entry qualified Apprentices hired from distressed economic ZIP codes will count towards the Contractors' accomplishment of the Priority Hire Worker requirements.

ARTICLE 11 – HELMETS TO HARDHATS

11.1 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 or Military Recruitment, Assessment and Veterans Employment ("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 experience.

The hours worked by qualified veteran applicants from within the economically distressed ZIP codes, as defined, will count towards the Contractors' accomplishment of the Priority Hire Worker requirements.

ARTICLE 12 – APPRENTICESHIP

12.1 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 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.

The Contractor and their Subcontractors shall submit a plan for participation of WSATC registered Apprentices to the Owner. The Contractor and each Subcontractor shall estimate the total contract labor hours to be worked on the Project and shall include the anticipated Apprenticeship participation by craft and hours. Diversity goals for the use of Apprentices are identified in Section 12.2 (c) of this Article. The Contractor must report on meeting the requirements of Article 12 in the Diversity Compliance Management System (DCMS) and as written in the executed Construction Contract.

12.2 The Owner shall establish a minimum Apprenticeship Utilization Requirement (AUR), with the goal of not less than fifteen percent (15%) per craft as required on a contract-by-contract basis. The Contractor shall ensure that no less than the established AUR be performed by Apprentices registered with the Washington State Apprenticeship 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 good faith efforts or best efforts to meet or exceed the following for apprenticeship utilization:

- (A) The Contractor and Subcontractors at all tier levels shall be required to make best efforts to achieve the project specific AUR of all labor hours to be performed by apprentices.
- (B) Good faith efforts or best efforts means the strongest possible efforts that the contractor and its subcontractors can reasonably make to meet the established apprentice requirement and hiring goals.
- (C) The Owner has Apprentice hiring goals for target populations for public works projects as set out in _____ Construction Contracts.

ARTICLE 13 – UNION REFERRALS & HIRING PROCEDURES

13.1 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 Subcontractors. 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.

13.2 By Contractor or Subcontractor request, the Unions shall prioritize dispatch of Priority Hire Workers who are residents of King County's Priority Hire ZIP codes. (Exhibit 5)

13.3 The Contractor may reject any referral for any lawful nondiscriminatory reason provided it complies with Article 15.8 regarding reporting pay. Upon referral or dispatch from a Union, "turnaround" or refusal of any worker by the Contractors, requires written explanation from the Contractor that shall be communicated from the Prime Contractor to the County CWA Administrator and the affected Union within forty-eight (48) hours.

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 13.

13.4 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 (except for 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, and such applicant will have seven (7) days to register with the Local Union.

13.5 Union security provisions in Local Union collective bargaining agreements shall govern.

13.6 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.

13.7 The Parties recognize the Owner's commitment to provide opportunities to participate on Projects to Contractors and Subcontractors who may not have previously had a relationship with the Parties to this CWA. To ensure that such Contractors' will have an opportunity to employ their Core employees on the Project(s), the Parties agree that a Contractor or Subcontractor that is not a party to a current CBA with a signatory Union having jurisdiction over the affected work, such Contractor, or its Subcontractor(s), may request by name, and the Local will honor, up to a maximum of three (3) designated Journey level Core employees and up to two Apprentices enrolled in a WSATC program, provided that the ratio of Apprentices to Journey level workers is in compliance with the applicable Apprenticeship program standards. Contractor(s) must first demonstrate that Journey level Core employees possess the following qualifications:

- A. Possess any license required by State or Federal law for the project work to be performed.
- B. Have works a total of at least one thousand two hundred (1,200) hours in the construction craft during the prior two (2) years.
- C. Were on the contractor's active payroll for at least sixty (60) out of the one hundred twenty (120) calendar days prior to the contract execution.
- D. Can perform safely the basic functions of the applicable trade.
- E. Contractors and subcontractors within their first three years of business can exempt their Core Workers from the minimum hours and active payroll requirements as described in B & C. Such Contractors or Subcontractors shall not have performed the project contracted scope of work under any name or under a past or related license in Washington or any other State.
- F. The selected Apprentices are those that are enrolled in a WSATC program and meet one or more of the Owners workforce development goals for Veterans, the Priority Hire program and/or the Preferred Entry program.

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

A. The Contractor or any Subcontractor may request by name and the Union will honor by referral up to a maximum of three (3) designated Core employees as per Article 13.7. on an alternating basis as follows with the Contractor or its Subcontractors selecting first:

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

All subsequent referrals will be through the respective Union Hiring Hall.

B. The Contractor and Subcontractors shall request all craft workers from Union hiring halls for dispatch using a Craft Worker Request Form (Exhibit 4). Core workers 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.

- C. It is agreed that specific terms and conditions governing hiring and assignment of Union workers in supplement to small Contractors existing core employees (who would be displaced by the local referral procedure) may be negotiated jointly by the Contractor and applicable local Union.
- D. For the duration of the Contractors work, the ratio of Core employees to hiring hall referrals shall be maintained and when the Contractor's workforce is reduced, employees shall be reduced on a one-to-one alternating basis with the Core worker selected first.
- E. The Contractor and any of its Subcontractors 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.
- F. 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 the Union security provisions of Local Union collective bargaining agreements govern. The Contractor agrees to deduct any applicable dues or representation fees, from the pay of any employee who executes a voluntary authorization for such deductions and to remit the dues and fees to the Union(s).

Contractors are responsible for honoring Union dues or representation fees check-off (for union members and Core Workers) and will remit the funds appropriately. Additionally, the Contractor will contribute to the appropriate joint labor/management employee craft benefit trust funds(s) as set forth in the applicable collective bargaining unit agreement.

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

13.10 Subject to the terms and conditions herein, to the extent the Contractor and its Subcontractors, 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 Subcontractors shall be allowed to recruit from any other source and such recruits will have seven (7) days to register with the applicable Local Union.

ARTICLE 14 – WORK RULES

14.1 Employment begins and ends at the jobsite.

14.2 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 workday except during breaks and lunch.

14.3 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.

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

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

14.6 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.

14.7 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.

14.8 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 15 – HOURS OF WORK, OVERTIME, SHIFTS, HOLIDAYS

15.1 HOURS OF WORK: Eight (8) hours shall constitute a standard workday. Five (5) days, Monday through Friday, shall constitute a standard work week. Standard shift workday 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 constraints, 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.

15.2 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.

15.3 LUNCH PERIOD: The Contractor and its Subcontractors 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 as follows:

- (A)** Any employee working 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 Contractors time.

(B) Employees working 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 four (4) ten (10) hour shift shall be furnished a meal and be paid one-half (1/2) hour at the applicable wage rate, and every five (5) hours thereafter, employees shall be given time for meal. Mealtime shall be paid at the regular overtime rate and adequate lunch be provided by the employer at the Project site.

(C) By mutual agreement between the Union and the Contractor(s), an additional hour of overtime pay may be provided in lieu of both one (1) and two (2) above.

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

15.4 SHIFTS: Shift work may be performed at the option of the Contractor upon three (3) working days' prior written notice to the Union(s) and the CWA Administrator, and in accordance with the applicable local crafts CBA, and shall continue for a period of not less than five (5) working days. Saturday and Sunday work hours shall be as allowed by the local authorities having jurisdiction and the requirements of the Construction Contract.

15.5 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.

15.6 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.

15.7 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 that could endanger the employee's life and safety. 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 Subcontractors request employees to stand by, the employees will be compensated for the standby time as per the provisions of Article 15.8 (A).

15.8 REPORTING TIME (show-up time): Reporting Pay: Employees reporting for work and for whom no work is provided, except when given notification 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 address and telephone number, and shall promptly report any changes 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.

(A) **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 a 4/10 schedule). All hours

worked on a make-up day to complete the forty (40) hours for the standard work week, shall be paid at the straight time rate of pay. Any hours more than the standard work week worked on Saturday shall be paid at time and one-half of the straight time rate of pay. For make-up day work the full crew must be scheduled. Make-up days are voluntary and should a crew member decline to work on a make-up day, 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 workday. The make-up day(s) may not be utilized on an individual employee basis or to make up holidays.

(B) 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 because of the Contractors or Subcontractors invocation of Article 15.7, the employee shall be paid only for actual time worked.

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

ARTICLE 16 – PAYDAY

16.1 All employees covered by this CWA shall be paid by check and/or direct deposit and shall be according to the applicable craft's CBA. Paychecks shall be drawn on a local bank, and 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.

16.2 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 17 – WAGE SCALES AND FRINGE BENEFITS

17.1 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:

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 CWA Article 21 Craft Jurisdiction and Jurisdictional Disputes Adjustment and Article 22 Grievance Procedures, where applicable.

17.2 The Contractor(s) and each Subcontractor will recognize the applicable Prevailing Wage Rate Determined by the Industrial Statistician in accordance with WAC 296-127-011 as the minimum rates to be paid to all craft employees, including general foreman, foreman and apprentices during the life of the project. If the covered project is subject to the Federal-Davis Bacon act, the contractor and each Subcontractor will recognize the higher of the Federal wage rate or State prevailing wage rate. Further, the Contractor(s) and its Subcontractors will recognize all changes of wages and fringes on the effective date(s) of the individual craft(s) local collective bargaining agreement (CBA). As required by RCW 39.12.015(3)(a), if there is more than one CBA for any craft, the CBA with the higher wage and benefit rate(s) shall be paid. It is further agreed that any retroactive increases will be recognized provided it is part of the negotiated settlement.

17.3 The current Washington State Prevailing Wage Rates (PWR) for the inception of all projects are as posted on L&I's website. Such Washington State 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 at: www.lni.wa.gov/prevailingwage and are incorporated into this Agreement as if set forth herein.

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

17.5 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). The Contractor and Subcontractors are required to complete the appropriate Trust documents with assistance from the appropriate Unions and submit the documents to the Trust Fund for each worker and pay into such 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 King County in the form of a grievance or other communication, and,

- (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 complies.
- (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(s).

17.6 Copies of the Union Trust Agreements are available upon request.

17.7 All Subcontractors shall notify the appropriate Union(s) when their scope of work is completed on the project.

ARTICLE 18 – SAFETY, HEALTH, AND SANITATION

18.1 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 Project Administrative Committee. At this meeting reports will be given on safety programs instituted by the Contractor and the individual contractors on the Project Site and to discuss and advise such parties of the CWA about recommended safety programs and procedures to maintain the highest level of occupational safety possible on the Project Site.

18.2 The Contractor and Subcontractors, 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.

18.3 The Contractor or its Subcontractors shall provide a convenient and sanitary supply of drinking water, cooled in the summer months, and sanitary drinking cups.

18.4 The Contractor or its Subcontractors 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.

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

18.6 All required safety equipment shall be provided by the Contractor or its Subcontractors.

ARTICLE 19 – MISCELLANEOUS PROVISIONS

19.1 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, Contractors, or Subcontractors by persons of their choice.

19.2 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.

19.3 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.

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

19.5 In the interest of the future of the construction industry in the Puget Sound area, 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 20 – NO STRIKE-NO LOCKOUT

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

20.2 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.

20.3 Neither the Union nor its applicable Local Union shall be liable for acts of employees for whom it has no responsibility. The International Union General President or Presidents will immediately instruct, order, and use the best efforts of his office to cause the Local Union or Unions to cease any violations of this Article. An International Union complying with this obligation shall not be liable for unauthorized acts of its Local Union. The principal officer or officers of a Local Union will immediately instruct, order, and use the best efforts of his office to cause the employees the Local Union represents to cease any violations of this Article. A Local Union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

20.4 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.

20.5 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 20.6 of this Article.

20.6 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 notify (to be mutually determined) who the parties agree shall be the Arbitrator under this procedure. Notice to the Arbitrator shall be by the most expeditious means available, with notice by facsimile, email, or any other effective written means, to the Party alleged to be in violation and the International Union Representative, or their designee, 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 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. In the proceeding to obtain a temporary order enforcing the Arbitrator's award as issued under Section 20.6 of this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any Party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all Parties by hand or by delivery to their last known address by registered mail.
- (F) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance therewith, are hereby waived by the Parties to whom they accrue.
- (G) The fees and expenses of the Arbitrator shall be borne by the Party or Parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving Party.
- (H) If the Arbitrator determines that a work stoppage has occurred in accordance with Section 20.6 (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.

20.7 The procedures contained in Section 20.6 through 20.6 (H) 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 22 Grievance Procedure.

20.8 The Owner and Contractor are each a party of interest in all proceedings arising under this Article and Articles 21 and 22 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 21 – CRAFT JURISDICTION AND JURISDICTIONAL DISPUTES ADJUSTMENT

21.1 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 2)

21.2 All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions, Pacific NW Regional Council of Carpenters, Parties to this CWA, 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.

21.3 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.

21.4 Each Contractor will be required to conduct a pre-job conference, coordinated by the Owner's 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.

21.5 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 22 – GRIEVANCE PROCEDURE

22.1 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.

22.2 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.

22.3 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 the mutually agreed upon Arbitrator. 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 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.

22.4 The Owner and Contractor shall be notified of all actions at Steps 1, 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE 23 – GENERAL SAVINGS CLAUSE

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

23.2 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 24 – DRUG FREE WORKPLACE

24.1 The parties to this CWA agree that the Contractor shall implement a Drug Free Workplace Policy and Program for the duration of this CWA.

ARTICLE 25 – TERMS OF AGREEMENT

25.1 This Community Workforce Agreement shall become effective upon execution and shall continue in full force and effect for each Covered Project(s) for _____ or until the Project(s) are completed or abandoned by the Owner. Either party desiring to extend this CWA beyond the term, shall make such intention known to the other party by written notice no earlier than six months prior to the expiration date. The Parties may mutually agree in writing to amendments or modifications to this agreement

The Owner and the Unions recognize that if any provision of this agreement shall be held invalid in any court or other Government action, the remaining provisions shall not be affected. Upon such invalidation, both parties agree to meet to re-negotiate such parts or provisions affected.

25.2 During the completion phase of the Project, the following procedures will remain in effect:

- (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 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 Subcontractor is directed by the Contractor(s) or the Owner to engage in repairs or modifications required by its's contract(s) with the Owner.
- (B) Notice:** Written notice of each final acceptance received by the Contractors(s) will be provided to the Building Trades Council 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, liabilities, and disagreements shall occur upon receipt by the Building Trades Council 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).

25.3 ENDORSEMENT:

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

FOR THE PARTIES:

Date: _____

Seattle Building & Construction Trades Council

Monty Anderson
Executive Secretary
Date: _____

Northwest National Construction Alliance II

PNWRCC Contract Administrator
Date: _____

Heat & Frost Insulators &
Allied Workers Local 7

BAC PNW ADC

Signature: _____
Todd Mitchell
Business Manager

Signature: _____
Matthew Bilyeu
International Representative

Boilermakers Local 502

Cement Masons & Plasterers Local 502

Signature: _____
Tracey Eixenberger
Business Manager

Signature: _____
Eric Coffelt
Business Manager

IBEW Local 46

IUPAT District Council 5

Signature: _____
Bud Allbery
Business Manager

Signature: _____
Todd Springer
Business Manager

Elevator Constructors Local 19

UA Plumbers & Pipefitters Local 32

Signature: _____
Patrick Strafer
Business Manager

Signature: _____
Jeffery J. Owen
Business Manager

Iron Workers Local 86

Roofers Local 54

Signature: _____
Chris McClain
Business Manager

Signature: _____
Steve Hurley
Business Manager

Laborers Local 242

Operating Engineers Local 302

Signature: _____
Dale Cannon
Business Manager

Signature: _____
Darren Konopaski
Business Manager

Sheet Metal Workers Local 66

Sprinkler Fitters Local 699

Signature: _____
Tim Carter
Business Manager

Signature: _____
Stanton Bonnell
Business Manager

Teamsters Local 174

Signature: _____
Rick Hicks
Business Manager

DRAFT

EXHIBITS

- Exhibit 1:** Letter of Assent
- Exhibit 2:** The Plan for the Settlement of Jurisdictional Disputes
- Exhibit 3:** Craft Worker Request Form
- Exhibit 4:** Priority Hire Zip Codes

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Exhibit 1



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.

Estimated Start Date	Estimated end date
UBI Number	Print Name and Title
Phone Number	Contractor/Company name
General Contractor	Subcontractor to (if applicable)
Jobsite Address	Billing Address
Date	Signature of Authorized Representative

EXHIBIT 2

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 ¹ 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.

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 issue 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.

- 1** Mechanical Contractors Association, National Constructors Association, National Electrical Contractors Association, National Erectors Association, and Sheet Metal and Air Conditioning Contractors National Association.
- 2** 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.
- 3** 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.

FOR UNION USE ONLY:

Received Date: _____

Dispatch
Date: _____

Received
By: _____

Employee Name	Address	Zip Code

Requested Dispatch

Priority Worker (ZIP code resident)

Preferred Entry Apprentice

Woman and/or person of color

General Dispatch

Available For Dispatch

Unavailable For Dispatch**

Comments:

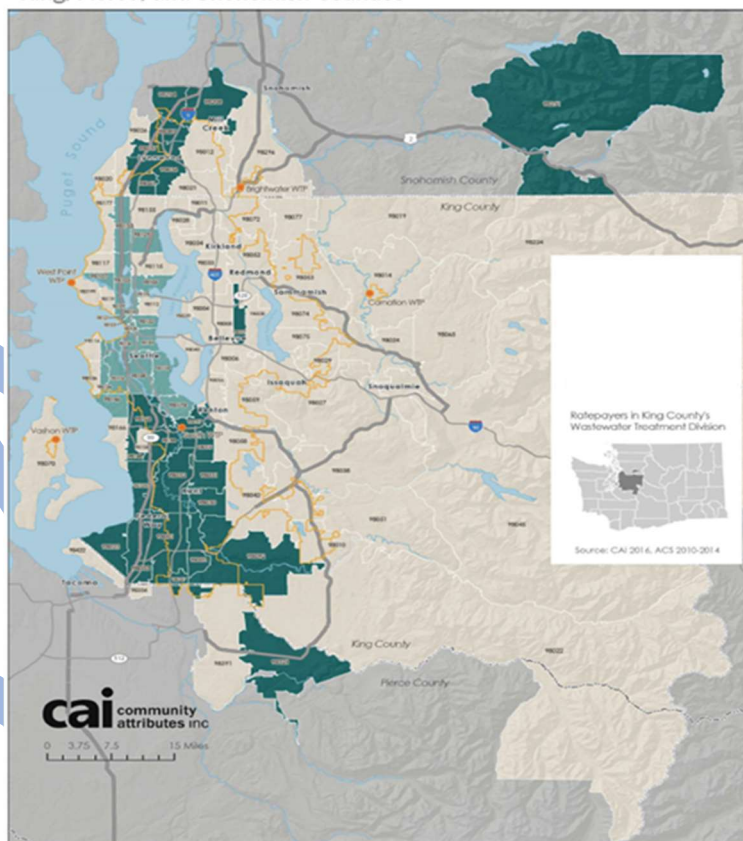
Upon referral or dispatch from a union, "turnaround" or refusal of any worker by the Contractor, requires written explanation from the Contractor that shall be communicated from the Prime Contractor to the County CWA Administrator and the affected union within forty-eight (48) hours.

ZIP Code	Neighborhood or City
98001	Auburn
98002	Auburn
98003	Federal Way
98007	Bellevue
98023	Federal Way
98030	Kent
98031	Kent
98032	Kent
98047	Pacific
98055	Renton
98056	Renton
98057	Renton
98092	Auburn
98101	Downtown
98102	Capitol Hill/Eastlake
98103	Green Lake
98104	Downtown/ID
98105	Laurelhurst/ University District
98106	Delridge
98107	Ballard
98108	S. Beacon Hill/South Park
98109	Queen Anne
98118	Rainier Valley/Rainier Beach
98121	Belltown
98122	Central District
98125	Lake City
98126	Delridge
98133	Bitter Lake
98134	Industrial District
98144	Mount Baker
98146	White Center
98148	Burien
98168	SeaTac/Tukwila
98178	Rainier Beach
98188	SeaTac/Tukwila
98198	Des Moines

EXHIBIT 4

PRIORITY ZIP CODES

PRIORITY ZIP CODES BY MAP
King, Pierce, and Snohomish Counties



King County's Master Community Workforce Agreement (MCWA) FAQ Sheet

The construction work for this project is covered by King County's Master Community Workforce Agreement (MCWA). The MCWA applies to all County construction projects with an engineer's estimate of \$5 million or above. The MCWA benefits the County, Contractors, and Workers. The following information provides information to Contractors on the key elements of the MCWA.

What is the MCWA?

The MCWA is a comprehensive collective bargaining agreement negotiated between King County and the construction Labor Unions who are also signatory to the MCWA. It provides standards for work hours, wages, working conditions, safety conditions, union representation, apprenticeship requirements, no strike-no lockout, and settlement of disputes and work jurisdictions. The goal of the MCWA is to ensure that all work proceeds efficiently, with due consideration for working conditions and construction standards.

At what point does the MCWA apply to my company?

If you are selected as a Prime or Subcontractor, you become a party to the MCWA for the duration of the project and are required to abide by the terms and conditions of the MCWA, by signing a "Letter of Assent". The Prime contractor has the responsibility to notify all Subcontractors of the terms of the MCWA, which are provided in the contract bid documents. A copy of the MCWA can be found at this link: [Master Community Workforce Agreement \(MCWA\) - King County](#)

Will I be required to hire apprentices?

Yes. All prime contractors and their subcontractors are required by contract to hire apprentices. The requirement for the project whole can be found in the contract documents. The project also has a 15% apprenticeship participation by craft goal. The Journey worker to Apprentice ratio must also follow each applicable craft worker Apprenticeship training standard requirements.

How do I determine the wages and benefits to be paid to my employees?

The CWA Administrator will assist you in obtaining the appropriate wage and benefit amounts for Journey workers and Apprentices. If needed, the appropriate crafts Benefit Trust Fund contact information will be provided.

NOTE: The wage rates to be paid to the worker(s) follows each local craft collective bargaining anniversary date(s) for the duration of the project.

What is the Priority Hire Program?

The Priority Hire Program requires all Prime contractors and Subcontractors on the project to hire Apprentices and Journey workers from a specified set of ZIP codes. (See list on page 53 of the MCWA). It is designed to prioritize the recruitment and placement of economically disadvantaged local workers onto County construction projects and is intended to address construction worker shortages. (Outlined in Article 9).

What is the Preferred Entry Program?

It is a program designed to expand pathways to Apprenticeships and the development of a skilled workforce through Pre-Apprenticeship programs, particularly for enhancing the opportunities of women and people of color. Overall, the Contractor must demonstrate that twenty percent (20%) of all Apprentice labor hours be performed by Preferred Entry Apprentices and shall also be enrolled in a Washington State Apprenticeship Training Council (WSATC) Apprenticeship Program. (See details in Article 10 – Preferred Entry Program)

Is there drug testing?

Yes, all King County projects are a drug free workplace, and each Contractor is required to have a Drug Free Workplace Policy meeting the requirements equivalent or better that the King County Drug and Alcohol policy. (Exhibit 1, page 29)

Open shop contractors:

- **If I sign a Letter of Assent, do I become a “Union Shop” and become fully signatory to a union agreement for all my work?**
No. The Letter of Assent to the MCWA applies only to the project. Open shop contractors will not be required to sign any other agreement with any union.
- **Can I use my current employees on this job?**
Yes. The MCWA allows for non-signatory contractors to bring up to three (3) Core employees onto the project beginning with two (2) Core employees upfront, two (2) workers from the union, one (1) core worker, then one (1) from the union, all subsequent referrals thereafter will be from the respective union hiring hall(s). The number of Core employees that can work on the project is described in the MCWA under Article 13 – Union Referrals & Hiring Procedures. In accordance to the MCWA, open shop contractors can bring 3 Core employees to the project and under certain circumstances, the contractor can request an additional number of “core” employees under Article 13.8 (c).
- **Will my current employees have to join a union?**
No. However, they will have to register with the appropriate Union for the duration of on-site work. The amount of the registration fees varies by each union and the cost is paid by the employee.
- **How does the MCWA get implemented? How do I start working with the unions?**
As noted above, the MCWA requirements are included in all construction bid documents and the Prime contractor awarded the contract is responsible to inform Subcontractors of these requirements. Upon signing of the “Letter of Assent,” the Prime contractor and the Subcontractors must attend a King County Pre-job conference at least 2 weeks prior to the start of the project to discuss and assign their scopes of work, craft trades assignments, dates, times, schedules, and duration of the work according to the Prime contractor’s schedule. (See Article 6, Pre-Job Conferences & Pre-job Package).

Note: At the pre-job meeting, the Union representatives will provide you the necessary contact information to the Union dispatch halls and how the workers will be dispatched.

For additional information about the MCWA, please contact:

Joe Baca, CWA Administrator
(w) 206-477-9443
(c) 206-458-8388
jbaca@kingcounty.gov

Priority Hire/ Community Workforce Agreement

July 13, 2023 – Transportation and Public Works Committee



PRESENTATION OVERVIEW

PURPOSE OF PRESENTATION

To inform Committee on Priority Hire/Community Workforce Agreements, how they might be incorporated into Public Works Projects and the benefits and costs associated with doing so.

WHY IS THIS ISSUE IMPORTANT?

1. Community Workforce Agreements are a vehicle designed to support apprenticeship, priority hire and preferred entry programs.
2. More effective support of these programs is expected to lead to increased utilization of priority hire workers, apprentices, pre-apprenticeship graduates, women and people of color on City of SeaTac capital projects.



Community Workforce Agreement – Primary Purpose

To expand employment opportunities for apprentices, people living within priority hire areas, underrepresented ethnicities, women, disadvantaged youth and disabled apprentices on large capital construction projects, thereby growing and diversifying our local and regional workforce and more equitably distributing well-paying living wage jobs.



History

King County implemented a Priority Hire program for larger capital construction projects over \$5 million consistent with Executive Order for Project Labor Agreements.

The Executive's Directive was passed by the King County Council in 2016. This created the framework for the negotiation of a Community Workforce Agreement, that included duties and program evaluation.

The City of SeaTac is exploring Community Workforce Agreements as a vehicle for Priority Hire Programs.

Staff applied for and has been conditionally awarded a King County Priority Hire Grant in the amount of \$218,669 to implement a CWA Program on the 34th Ave Phase II Project.



Community Workforce Agreement – How does it work

- Contract between SeaTac and construction labor unions – unions provide the pool of workers to select from
- Typically applied only to projects that meet a minimum construction cost threshold, usually in excess of \$5 million
- Project Labor Agreement with Priority Hire requirements
- Comprehensive pre-hire collective bargaining agreement that sets the basic terms and conditions of employment for an entire project



Programs used to shape Workforce:

Agreement allows owner to specify workforce targets on large construction projects:

Priority Hire Program:

A workforce and economic development strategy that directs hiring efforts within specific geographic areas. Identifies priority areas by zip code, from which apprentice and journey level workers are to be hired. Typically, these areas are selected because they are economically distressed and lacking in living wage job opportunities. Priority areas can also be identified to increase the employment of city residents on City projects.

Apprenticeship Programs:

Apprentice hires combines classroom studies with on-the-job training supervised by a trade professional. Much like a college education, it can take a few years to graduate. But unlike college, as an apprentice you earn while you learn.

Preferred Entry Program:

Prioritizes apprentices that graduated from a Washington State Apprenticeship and Training Council (WSATC) recognized pre-apprenticeship program and veterans.



Programs used to shape Workforce:

Individual Apprenticeship Hiring Goals:

- **Minority Workforce Goals:**
Owner sets goals for the percentage.
- **Women Goals:**
Owner sets goals for the percentage.
- **Economically Disadvantaged Youth Goals:**
Owner sets goals for the percentage.



What SeaTac Does Today

City Funded Projects:

Subject to Non-discrimination and Equal Opportunity requirements.

State and Federal Grant Funded Projects:

Projects are subject to Requirements for Non-discrimination and Affirmative Action to ensure equal employment opportunity:

- Women goal: 6.9%
- Minorities goal: 7.2%
- Affirmative Action Goals (7a thru p)
- Special Training Provisions
- Disadvantage Business Enterprise (DBE) Participation
 - Condition of award goals (14% of contract amount)



Benefits

- Addresses worker shortages.
- Offers training and job opportunities.
- Provides contractors access to trained construction workers.
- Increase diversity in construction workforce.
- Provides living wage job opportunities in disadvantaged communities.
- Give opportunities for community members to access careers in the building and construction trades.
- Keeps SeaTac dollars in SeaTac.



Challenges

Increases the administrative burden (training/implementation).

Increases administrative costs for the owner.

Could impact to number of bidders.

Large construction projects are not advertised annually.

City of SeaTac residents may not benefit to the degree desired.



Piloting Priority Hire / Community Workforce Agreement in SeaTac

Explore the program through a pilot project and fully evaluate outcomes:

- Administrative Costs
- Workforce Goals
- Project Costs
- Contractor Feedback
- Union Feedback
- Community Feedback

Overall outcome will be used to inform recommendation to Council regarding use of this Program moving forward.



Options

1. Make no change to current contracting approach and workforce requirements for capital construction projects. Continue to follow Nondiscrimination and Equal Opportunity requirements on all projects as well as Disadvantage Business Enterprise Participation goals, as applicable.
2. Proceed with development of a final draft CWA for SeaTac, negotiate with the construction labor unions to finalize the agreement, and implement a pilot program on the upcoming 34th Ave South, Phase 2 project. Evaluate the success of the program based on collected data/metrics and make recommendations regarding future adoption. This option would also include accepting grant funding from King County in the amount of \$218,669.
3. Explore alternate approaches to meeting enhanced workforce requirements on the 34th Ave South, Phase 2 project and report back to Committee.



Questions



Community Workforce Agreement

Administrative and Workforce Elements

Administrative

- Project Administrative Committee
- Pre-job conferences
- Letters of Assent
- Grievance procedures
- Uniform drug testing (King County)

Workforce

- Priority hire worker, apprentice, pre-apprenticeship graduate, women and people of color utilization
- All workers dispatched by union
- Core workers
- Wages and trust payments
- Standard work hours
- No strike – no lockout
- Safety standards



Community Workforce Agreement

Key Components

Pre-Job Conference

Prime contractors and all subcontractors are required to attend a pre-job conference at least 2 weeks prior to starting work on the project. (Article 6)

Letter of Assent

Prime and subcontractors working on this project become a party to the MCWA for the duration of the project by signing a Letter of Assent (LOA).

Project Administrative Committee

Monthly meeting between King County, labor union representatives and prime contractor. (Article 7)

Wages

Wage rates follow the anniversary date of each respective local crafts Collective Bargaining Agreements (CBAs) (Amendment 1, 17.2, page 54)

Health and Benefit Trust

Primes and subs must pay into the appropriate employee health and benefit trust fund even if they have employer-sponsored benefit plan(s) (Article 17.5)

Worker Dispatch Process

All workers must be dispatched from the union hall. Open shop contractors are allowed 3 core workers and 2 apprentices on the project. (Article 13)

