



Project Labor Agreement

FOR THE

Concourse D Hardstand Terminal Project

BETWEEN

The Port of Seattle

AND

**Seattle/King County Building and
Construction Trades Council**

Northwest Construction Alliance

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**Signatory Unions/Port of Seattle
Project Labor Agreement**

ARTICLE 1

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

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

PURPOSE

This Agreement is entered into by and between the Port of Seattle (Port), its successors or assigns, the Project Contractor(s) and the Seattle Building Trades and other signatory Unions, hereinafter collectively called the “Union or Unions,” with respect to the Concourse D Hardstand Terminal Project Labor Agreement.

This Agreement is intended solely for the construction of the new 32,500 square foot building providing dedicated holdroom and passenger processing space for six to seven holdrooms for hardstand and busing operations.

The term “Contractor” shall include all construction contractors and all sub-contractors of whatever tier engaged in onsite construction work within the scope of this Agreement. The term “Prime Contractor” is the general contractor awarded the initial Project bid.

The Parties to this Project Labor Agreement acknowledge that the construction on the Seattle Tacoma International Airport (SEA-TAC) is important to the development of efficient passenger traffic flow at SEA-TAC. The Project is to be delivered in the context of an operating airport requiring extensive phasing and staging to work to minimize impacts on airports operations and on the passenger level of service. Design and construction phases of the three program components will overlap and coordination to avoid conflicts and delays between elements of work will be critical to maintaining a consistent and effective Project schedule. The Parties recognize the need for the timely completion of the Project without interruption or delay. This Agreement is intended to enhance this cooperative effort through the establishment of a framework for labor-management cooperation and stability.

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

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

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

ARTICLE 2 **SCOPE OF AGREEMENT**

Section 1.

This Project Labor Agreement (PLA) shall apply and is limited to the recognized and accepted historical definition of new or construction work as described in the Concourse D Hardstand Terminal Design Build Contract performed by the Prime Contractor and those Sub-contractors of whatever tier which have contracts with the Prime Contractor for such work, all of which is herein described as the "Project". Except for the activities covered by Section 5 of this Article, any construction work defined in RCW 39.12 will be subject to the PLA. Such work shall include site preparation work and dedicated off-site work, including transportation of equipment and materials to the site.

It is understood by the Parties that the Port may, at its sole discretion, add to the project defined in Section 2 above. In so doing, the Port will notify the Building Trades Council and the Northwest Construction Alliance (NCA) of their intended changes.

It is agreed that the Prime Contractor shall require all Contractors and their Sub-contractors of whatever tier who have been awarded contracts for work covered by this Agreement, to accept and be bound by the terms and conditions of this Project Labor Agreement by executing the Letter of Assent (Appendix B) prior to commencing work. The Port Of Seattle shall assure compliance with this Agreement by the Contractors. The signatory Unions agree to assist the Port of Seattle with contractor compliance.

When a subject is covered by the provisions of a Collective Bargaining Agreement (CBA) and is not covered by this agreement, the local CBA shall prevail. It is further agreed that, where there is a conflict, the terms and conditions of this Project Labor Agreement shall supersede and override terms and conditions of any and all other national, area, or local Collective Bargaining Agreements, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the

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International Union of Elevator Constructors, With the exception of Article 6, 7, and 8 of this Project Labor Agreement, which shall apply to such work. If this Agreement is silent on any issues the individual Collective Bargaining Agreements shall prevail.

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

Section 2.

Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation, work, or function which may occur at the Project site or be associated with the development of the Project.

Section 3.

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

Section 4.

The Port and/or the Prime Contractor and all of its Sub-contractors regardless of tier have the absolute right to select any qualified and responsible bidder for the award of contracts on this Project without reference to the existence or non-existence of any agreements between such bidder and any party to this Agreement; provided, however, only that such bidder is willing, ready and able to become a party to, signs a letter of assent and complies with this Project Labor Agreement, should it be designated the successful bidder.

Section 5.

Items specifically excluded from the scope of this Agreement include but are not limited to the following:

(a) The excluded employees contained in this Agreement shall at no time perform bargaining unit work covered by the trades signatory to the Agreement. Work of non-manual employees, including but not limited to, superintendents, supervisors, assistant supervisors, staff engineers, inspectors, quality control and quality assurance personnel, timekeepers, mail carriers, clerks, office workers, including messengers, guards, safety personnel, emergency medical and first aid technicians, engineering, administrative, community relations or public affairs, environmental compliance, supervisory and management employees, specialty testing, architectural/engineering design, suppliers, and vendors who furnish and/or deliver finished goods, and other professional services.

(b) Equipment and machinery owned (b) controlled and operated by the Port or by any of the airlines or airport concessionaires or tenants.

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- (c) Non-manual work by employees of a manufacturer or vendor necessary to maintain such manufacturers or vendor's written warranty or guarantee or the on-site supervision of such work.
- (d) Laboratory for specialty testing or inspections not ordinarily done by the signatory Local Unions.
- (e) Non-construction support services contracted by the Owner in connection with this Project.
- (f) Survey work performed by the Owner or prior to 'notice to proceed' is excluded.
- (g) All work performed or contracted by airport tenants, defined by contract documents to be constructed within a defined area of new construction or facility improvement work covered by the PLA, will be exempt. The Port agrees to provide the Unions notification of defined airport tenant work prior to construction. The Unions recognize that during the term of this Agreement improvements will be contracted directly by airport tenants and performed by contractors outside the scope of this Agreement.
- (h) All work by Port employees is exempt.

Section 6.

The provisions of this Project Labor Agreement shall apply to Port of Seattle and any of its small works contractors when doing covered work. Nothing contained herein shall be construed to prohibit or restrict the Port of Seattle or its employees from performing work not covered by this Project Labor Agreement on the Project site.

Section 7.

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

Section 8.

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

ARTICLE 3 **UNION RECOGNITION**

The Contractors recognize the Seattle Building Trades and other signatory Unions as the sole and exclusive bargaining representatives of all craft employees within their respective historical jurisdictions working on the Project within the scope of this Agreement.

ARTICLE 4
MANAGEMENT'S RIGHTS

The Prime Contractor, and all of their Sub-contractors of whatever tier retain full and exclusive authority for the management of their operations. Except as otherwise limited by the terms of this Agreement, the Contractors shall direct their working forces at their prerogative, including, but not limited to hiring, promotion, transfer, lay-off or discharge for just cause. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Contractors shall utilize the most efficient method or techniques of construction, tools, or other labor saving devices. There shall be no limitations upon the choice of materials or design, nor there do any limits on production by workers or restrictions on the full use of tools or equipment. There shall be no restriction, other than may be required by safety regulations, on the number of employees assigned to any crew or to any service.

ARTICLE 5
UNION SECURITY

Section 1.

Authorized representatives of the Union shall have reasonable access to the Project, provided that such representatives do not interfere with the work of the employees, and further provided that such representatives fully comply with posted visitor, security and safety rules and the environmental compliance requirements of the Project. It is understood that because of the scope of the Project, the type of work being undertaken on the Project site and the continuous operation of the airport during construction, visitors may be limited to certain times, or areas, or to being escorted at all times if said representative does not have a Security Identification Display Area (SIDA) Badge while on the Project site; in such circumstances, however, Project workers shall be allowed to confer privately with their authorized Union representatives. The Contractor recognizes the right of access set forth in the Section and such access will not be unreasonably withheld from an authorized representative of the Union.

Section 2.

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

(b) A steward for each craft of the signatory Unions employed on the Project shall be permitted on the Project site at all times when work is being performed. Stewards shall not be subject 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.

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(c) In addition to his/her work as an employee, the steward shall have the right to receive, but not solicit, complaints or grievances and with local Union representative approval may discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward shall be concerned with the employees of the steward's craft. The Contractor will not discriminate against the steward in the proper performance of his/her union duties.

(d) When a Contractor has multiple, non-contiguous work locations on the site, the Union may appoint additional working stewards to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Union.

(e) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime. Provisions of any Collective Bargaining Agreement, giving the steward the option of working all reasonable overtime within their craft and shift shall be recognized, provided they are qualified to perform the task assigned.

Section 3.

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

Section 4.

Personnel of the Port will be working in close proximity to the construction activities. The Union agrees that the Union representatives, stewards, and individual workers will not interfere with the Port personnel, or with personnel employed by any other Employer not a party to this Agreement.

ARTICLE 6 **WORK STOPPAGES AND LOCKOUTS**

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

If any Party to this Agreement believes a violation of this article has occurred, that Party may submit their claim as a grievance under Article 7, step 4, for expedited arbitration. The sole issue at the arbitration hearing shall be whether or not a violation of this Article occurred. The arbitrator shall have no authority to consider any justification, explanation or mitigation for such violation. The arbitrator's award shall be issued in writing within 24 hours after the close of the hearing, and may be issued without an opinion. If any Party desires an opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the award. The arbitrator may order cessation of the violation, and any other appropriate relief, including, but not limited to monetary damages, in an amount not to exceed \$3,500 per day. Such award shall be final and binding on all parties. The fees and expenses of the arbitrator shall be equally divided between the moving Party or Parties and the Party or Parties respondent. If the arbitrator determines that a violation of this Article has occurred the Union(s) shall, within eight (8) hours of receipt of the award, direct all of the employees they represent on the Project to immediately return to work. If the arbitrator determines that a lockout has occurred in violation of this Article, he/she shall be empowered to order the Contractor to bring the employee(s) in question back to work, and award back pay to the employees who were locked out. The arbitrator shall retain jurisdiction to determine compliance with this Article.

ARTICLE 7
DISPUTES AND GRIEVANCES

Section 1.

This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

Section 2.

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

Section 3.

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

Step 1.

(a) When any employee subject to the provisions of this Agreement feels he/she is aggrieved by a violation of this Agreement, he/she, through his/her local Union business representative or designated Union Representative, shall, within five (5) working days after the occurrence, or had knowledge of or should have known of the alleged violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local Union or the designated Union Representative and the work-site representative of the involved Contractor and the Owners Representative shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing and the Owners Representatives at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

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

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Step 2.

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

Step 3.

Expedited Alternative Dispute Resolution

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

Step 4.

(a) If the grievance has been submitted but not adjusted under Step 2 or Step 3, either Party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and Sub-Contractor of whatever tier and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the (American Arbitration Association or whoever we designate) shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all Parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).

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

Section 4.

The Prime Contractor, Sub-tier contractor, Port of Seattle and the Seattle Building Trades and other signatory Unions representative shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE 8
JURISDICTIONAL DISPUTES

Section 1.

(a) The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan and shall be based upon the appropriate agreements of record, decisions of record and previously provided local written agreements between or among the Unions and established trade practice prevailing in the locality. Locality is defined as the Seattle/King County Building Trades geographical jurisdiction. Such assignments shall be disclosed by the Contractor at a pre-job conference held in accordance with industry practice, which pre-job conference will include a representative of the Prime Contractor.

Section 2.

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

Section 3.

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

Section 4.

Each Contractor will submit to the Port a proposed trade assignment and conduct a pre-job conference with the Building and Construction Trades Council and other signatory Unions a minimum of 2 weeks prior to commencing work. Each Contractor will submit to the Port a final trade assignment one (1) week before starting work. The Port will send copies of the trade assignments to the Seattle-King County Building Trades Council and other signatory Unions. The Prime Contractor and the Port will be advised in advance of all such conferences and will participate.

ARTICLE 9
SUBCONTRACTING

Section 1.

The Prime Contractor agrees that no Contractor shall subcontract any Project work except to a person, firm or corporation party to this Agreement.

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Section 2.

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

- (a) The signatory Unions will provide the Prime Contractor and all other Sub-tier contractors who become signatory to this Agreement with the appropriate workforce to perform the claimed work.
- (b) The Prime Contractor may utilize any Contractor or Subcontractor to perform claimed work, except that if such Contractor is party to an agreement with the non-signatory Union, such Union must agree in writing to abide by Article 8, Jurisdictional Disputes, and Article 6 Work Stoppages and Lockouts for the contractor to be awarded work under this Agreement. Such Contractor may utilize its existing workforce and wage and benefit package. Such Contractors shall be required to agree in writing to be bound to and abide by this Article, Article 6 Work Stoppages and Lockouts, and Article 8 Jurisdictional Disputes. No other provision shall apply to such Contractors unless required by the Prime Contractor.

The names and physical business addresses of all Subcontractors on work covered by this Agreement shall be transmitted to the Seattle Building Trades and NCA by the Employer.

Section 3: Small Business Outreach.

The Prime Contractor and the Unions commit to conduct small business outreach to Minority, Women and Disadvantaged Business Enterprises (MWDDBE) certified through the Washington State Office of Women and Minority Business Enterprises. The Prime Contractor and the Unions also commit to outreach to the Small Contractor and Supplier (SCS) businesses certified through King County.

The Port and Unions agree to meet with contractors to provide training and assistance about working under Collective Bargaining Agreements and this Project Labor Agreement.

Section 4:

Whenever the Contractor is obligated to satisfy Disadvantaged Business Enterprise (DBE) and/or Small Contractor and Supplier (SCS) efforts, the Union’s whose work is involved and the Contractor, by mutual agreement, may waive Article 9, Section 1 prior to commencement of the work in the event an Employer and the Union are unable to find qualified competitive DBE/SCS Subcontractors. The DBE/SCS and Prime Contractor must complete pre-job paperwork defining the scope of work to be performed prior to waiver agreement.

If in accordance with the preceding paragraph, the Contractor utilizes a DBE/SCS Subcontractor who does not become signatory to this Agreement, the Subcontractor must agree in writing to

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abide by Article 8, Jurisdictional Disputes, and Article 6 Work Stoppages and Lockouts for the Subcontractor to be awarded work under this Agreement. Such Subcontractor may utilize its existing workforce and wage and benefit package. Such Subcontractors shall be required to agree in writing to be bound to and abide by this Article, Article 6 Work Stoppages and Lockouts, and Article 8 Jurisdictional Disputes. No other provision shall apply to such Subcontractors unless required by the Prime Contractor.

ARTICLE 10
HELMETS TO HARDHATS

Section 1.

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

Section 2.

The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project, and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE 11
APPRENTICESHIP UTILIZATION

The Parties agree to set a minimum State Apprenticeship Council (SAC) Apprenticeship Utilization Goal of fifteen percent (15%) per craft. The goal established for minority apprentice training is fifteen percent (15%) of the total apprentice training hours. The goal established for female apprentice training is ten percent (10%) of the total apprentice training hours. The Prime Contractor will be responsible for all Contractors and Sub-contractors of whatever tier shall submitting an Apprenticeship Utilization Plan at their pre-job conference and all Contractors shall submit weekly certified payrolls identifying all SAC registered apprentices.

The Parties agree to maximize the use of Washington State Apprenticeship Training Council [WSATC] apprentices on the Project and to facilitate the participation of people of color, women and other disadvantaged persons in such apprenticeship programs, and increase the opportunities for participation by low-income people of color and women. The Parties should identify training and hiring goals, and reduce barriers to employment and training.

ARTICLE 12
PREFERRED ENTRY

Section 1.

The Parties agree to construct and expand pathways to living wage jobs and careers in the construction industry for community members through collaborative workforce development systems involving community-based training providers and union-based apprenticeship programs. This purpose of this program is to facilitate a workforce reflective of the diversity of the region's population.

Section 2.

The Parties agree to work in cooperation to provide pre-qualified applicants access to apprenticeship opportunities generated by the construction contracts under the Concourse D Hardstand Terminal PLA. Qualified applicants will be placed as first six month apprentices with Contractors after an interview process.

Section 3.

The Parties agree that given the apprenticeship utilization goal of 15% on the Concourse D Hardstand Terminal Project, the goal for Preferred Entry Apprentices shall be one (1) of each five (5) of those apprentices from Pre-Apprenticeship programs including Seattle Vocational Institute (SVI), Pre Apprenticeship Construction Training program (PACT), Apprenticeship and Non-Traditional Employment Program for Women and Men (ANEW), Helmets to Hard Hats Program or others serving primarily low income communities of color or women. The Unions agree to coordinate with the designated pre-apprenticeship organizations.

Section 4.

The Unions and the Contractors agree to hire Preferred Entry apprentices as early as possible in the Project. To give preferred entry apprentices an opportunity to become established in their apprenticeship training. Contractors shall make all good faith efforts to provide a minimum of 700 hours of work after hiring.

ARTICLE 13
MONTHLY LABOR/MANAGEMENT MEETINGS

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

ARTICLE 14
WAGE SCALES AND FRINGE BENEFITS

Section 1.

In consideration of the desire of the the Port of Seattle the Seattle Building Trades and other signatory 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:

The wage rates to be paid to all laborers, workers and mechanics who perform any part of this Contract within King County shall be in accordance with the current local craft labor agreement as identified in their individual Collective Bargaining Agreement.

Contractors will recognize the current State Prevailing Wage Rate established and required by Chapter 39.12 of the Revised Code of Washington, as amended, as the minimum rates to be paid to all craft employees, including pre-fabrication performed in Washington State, during the life of the program. This requirement applies to laborers, workers and mechanics, employed by the Contractors or any other person who performs a portion of the work contemplated by this Agreement, within the State of Washington.

The Contractors shall adopt and agree to be bound by the written terms of the legally established trust provisions for fringe benefit bonds contained in the respective applicable local collective bargaining agreement s for all craft workers, core and union, and payments shall be made by the Contractors for all craft employees during the life of the Project.

The Contractor shall pay the current increased wage rates and increased contribution rates to the relevant trust funds purusant to any Collective Bargaining Agreements negotiated by the Unions during the work performed on the Project, effective when the relevant Collective Bargaining Agreement goes into effect.

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

Copies of the Union Trust Agreements are available upon request.

Section 2. Prefabrication and Assembly

It is our intention that any and all off-site fabrication, customization, assembly or pre-assembly work will be performed within the local region of the State of Washington.

The provision for wage rates in Article XIII shall also apply to offsite fabrication/customization, assembly or pre-assembly of parts or components for installation related to new construction on the Project, if such off site fabrication/customization work is performed in the State of Washington.

The payment of the applicable rate of wage to said offsite fabrication/customization, assembly or pre-assembly shall not be construed as applying the following requirements of the Agreement Article 10 (Helmets to Hardhats), Article 11 (Apprenticeship Utilization), Article 13 (Monthly Labor Management Meetings), or Article 15 (Substance Abuse Program). However, the provisions of Article 9 (Subcontracting), Article 6 (Work Stoppages and Lock Outs), and Article 8 (Jurisdictional Disputes) shall apply to such off site fabrication/customization work.

ARTICLE 15
SUBSTANCE ABUSE PROGRAM

The Parties agree to the substance abuse program outlined in Appendix A.

ARTICLE 16
REFERRAL PROCEDURES

Section 1.

For Local Unions now having a job referral system as contained in their Collective Bargaining Agreement, the Contractor agrees to utilize such system and it shall be used exclusively by such Contractor, except as it may be modified by this Article. Referrals shall not be affected by obligations of Union membership or the lack thereof. Where airport security clearance requirements apply to work to be performed, the Contractor shall inform the Union's hiring hall dispatcher of those requirements when requesting workers.

Section 2.

In the event that Local Unions are unable to fill any request for employees within the time specified by the local CBAs the Contractor may employ applicants from any other available source. The Contractor shall inform the Union of the name and social security number of any applicants hired from other sources and shall refer the applicant to the Local Union for dispatch to the Project prior to the commencement of work.

Section 3.

There shall be no discrimination against any employee or applicant for employment because of his/her membership or non-membership in the Union or based upon race, creed, color, sex, age or national origin, or any other legally protected class of such employee or applicant.

Section 4.

No employee covered by this Agreement shall be required to join any Union as a condition of being employed on the Project; provided, however, that an employee who is a member of the referring Union at the time of the referral shall maintain that membership while employed under the Agreement. All employees shall, however, be required to comply with the union security provision of the applicable Collective Bargaining Agreement, for the period during which they are performing on-site work, except as modified by this Agreement. The Contractor agrees to deduct union dues or representation fees, whichever is applicable, from the pay of any employee who executes a voluntary authorization for such deductions and to remit the dues to the Union or Council.

Initiation fees shall be waived for those employees who are not members of any signatory Union when they begin work on this Project. The dues obligations of such employees shall be confined to that portion of union membership dues directly related to representation of workers in collective bargaining, and in enforcement of the Unions' collective bargaining agreements. Nothing in this Section is intended to eliminate or affect the right of any employee to join the Union or the right of any union to collect full dues from its member.

Section 5.

The Parties agree that where a Contractor is not party to a current Collective Bargaining Agreement with the Union having jurisdiction over the affected work, the Contractor may request by name, and the Local will honor, referral of up to a maximum of five (5) persons per each contractor ("core" employees), provided that the Contractor first demonstrate that those persons possess the following qualifications:

- (1) Any license required by state or federal law for the Project work to be performed;
- (2) Have worked a total of at least one thousand (1,000) hours in the construction craft during the prior three (3) years;
- (3) Were on the Contractor's active payroll for at least sixty (60) out of the one hundred eighty (180) calendar days prior to the contract award;
- (4) Have the ability to perform the work safely.

The Contractor may elect to hire its first "core" employee to be a foreman. After the Contractor hires his first core employee, the Union will refer to such Contractor one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, then refer one of such

Concourse D Hardstand Terminal Project Labor Agreement

Contractor's "core" employees as a journeyman, and shall, alternate, one core employee and one employee from the out-of-work list, until such Contractor's crew requirements are met or until such Contractor has hired five (5) "core" employees, whichever occurs first.

Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the Contractor's work the ratio of "core" employees to hiring hall referrals shall be maintained and when the Contractor's workforce is reduced, employees shall be reduced in the same ratio as was applied in the initial hiring.

All employees, core and union, shall be dispatched from the appropriate union. Trust benefits shall be paid on all employees, core and union.

Section 6.

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 Port and affected Union within 48 hours.

Section 7.

Individual seniority will not be recognized or applied to employees working on the Project. This provision will not interfere with or supersede the use by individual Contractors of "call lists" maintained by such Contractor pursuant to addenda to the local Collective Bargaining Agreement between such Contractor and a Union signatory to this Agreement.

Section 8.

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

ARTICLE 17 **WORK RULES**

Section 1.

Parking shall be provided within 3 city blocks or 1500 feet from the Project site, whichever is shorter. Parking at or near the Project site will be provided to the workers at no cost. If parking cannot be provided within 3 city blocks or 1500 feet of the Project site, transportation between the parking area(s) and the work site shall be provided by the Contractor. Employees shall be paid at their straight-time hourly rate for time spent in travel from the work site to the parking area at the end of their shift. Compensated time spent in transit between the work site and the parking area shall not be considered time worked for overtime purposes.

Section 2.

Security procedures for control of tools, equipment and materials are the responsibility of the Contractor. Employees having any company property or the property of another employee in their possession without authorization is subject to immediate discharge. The Contractor will be responsible for the establishment of reasonable security measures for the protection of personal, company and owner property.

Section 3.

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

Section 4.

In the interest of the future of the construction industry in the Seattle 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 Agreement.

ARTICLE 18
HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

Section 1: Work Day and Work Week.

a) The normal work week for the Project will start on Monday and conclude on Friday. Eight (8) consecutive hours between the hours of 6:00 A.M. and 6:00 P.M., plus one-half (1/2) hour unpaid for lunch, between 3 ½ to 5 hours after the start of the shift, shall constitute the standard workday. 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 and to avoid disruption to Airport operations. Forty (40) hours per week shall constitute a regular week's work. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week. The Union(s) shall be informed of the work starting time set by the Contractor at the pre-job conference, which may be changed thereafter upon three (3) working days' notice to the Union(s), the workers and the Port.

b) The Contractor may elect to work a four ten-hour day schedule ("4/10"), Monday through Thursday. Ten (10) hours, between 6:00 A.M. and 9:00 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.

Section 2: Starting Times.

Employees shall be at their place of work at the starting time and shall remain at their place of work (as designated by the Contractor) performing their assigned functions until quitting time. The place of work shall be defined as the gang or toolbox, or equipment at the employee's assigned work location or the place where the foreman gives instructions. The Parties reaffirm

their policy of a fair day's work for a fair day's wage. There shall be no pay for time not worked unless the employee is otherwise engaged at the direction of the Contractor.

Section 3: 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, 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 rate provided in the applicable local collective bargaining agreement. There will be no restriction on the Contractor's 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.

Section 4: Shifts.

(a) Shift work may be performed at the option of the Contractor(s) upon three (3) working days' prior notice to the Union, and shall continue for a period of not less than five (5) working days. Saturdays and Sundays, if worked, may be used for establishing the five (5) day minimum work shift. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (1/2) hour non-paid lunch period and shall be paid at the regular rate of pay. If, however, a three-shift operation is being simultaneously worked elsewhere on the site, any second shift worked will be consistent with the second shift provisions of subparagraph (b) of this Section 4 applicable to three-shift operations.

(b) When three (3) shifts are worked, the first (day) shift will work eight (8) hours. The second shift will work seven and one-half (7 1/2) hours. The third shift will work seven (7) hours. The pay for all shifts will be eight (8) hours at the employee's regular straight-time rate of pay.

(c) Multiple shift (a two or three shift) operations will not be required on the entire Project if at any time the Contractor deems it advisable and necessary to work multiple shifts on a specific operation. When multiple shifts are worked, the number of employees on each shift of the operation may vary according to the conditions applicable to each shift and nothing shall require that there be "man-for-man" relief in successive shifts.

(d) When due to conditions beyond the control of the Contractor or when contract specifications require that work can only be performed outside the regular day shift, then a special shift may be worked at the straight time rate of pay. The starting time of work will be arranged to fit the work conditions. It is recognized that due to Airport operating restrictions, such shifts may be of less than eight (8) hours' duration. Employees working on these special shifts will be paid for a full eight (8) hours.

(e) The Parties acknowledge that certain construction activities may pose unique work scheduling issues, including a requirement for continuous work twenty-four (24) hours per day, seven (7) days a week, particularly during the placement of concrete. The Parties agree to

establish, in good faith, hours of work provisions to assure uninterrupted work on concrete placement in accordance with contract specifications for qualifying work.

Section 5: Holidays.

(a) **Holidays.** Recognized holidays on this Project shall be New Year's Day, Martin Luther King's Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day. Recognized holidays under this Agreement shall be celebrated on the date the holiday is celebrated by the Port. Work may be performed on Labor Day when circumstances warrant, such as for the preservation of life and/or property. There shall be no paid holidays. If employees are required to work on a holiday, they shall receive the appropriate overtime rate outlined in the applicable Collective Bargaining Agreement. All overtime shall be in compliance with applicable State prevailing wage requirements.

Section 6: Reporting Pay.

(a) **Reporting Pay.** Employees reporting for work and for whom no work is provided, except when given notification not to report to work, and 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 will be required to remain at the Project site available for work for such time as they receive pay, unless released earlier by the principal supervisor of the Contractor(s) or their designated representative. Each employee shall furnish his Contractor with his/her current 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.

Four (4) hour show-up time is contingent upon successfully completing the drug testing procedure, if required.

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

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(c) **Call Out Pay.** Any employee called out to work outside of his shift shall receive a minimum of four hours pay at the appropriate rate, including any applicable premium. This does not apply to time worked as an extension (before or after) of the employee's normal shift.

(d) **Discharge/Departure.** When an employee leaves the job or work location of his own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Safety concerns, the employee shall be paid only for the actual time worked .

(e) **Premium Rate Day.** In all cases, if the employee is reporting on a day on which a premium rate is paid, reporting pay shall be calculated at that rate.

Section 7: Meal Period.

Employees shall not be required to work more than five (5) hours from the start of the shift without at least a one-half (1/2) hour unpaid break for lunch. This lunch period shall not begin earlier than three and one-half (3 ½) hours after the start of the shift.

In the event that Employer establishes a ten (10) hour shift, the meal periods shall be at mid-shift. Employees meals may be staggered during the period of three and one-half (3 ½) to five (5) hours from the start of their shift to cover necessary work of a continuous nature.

Missed Meals and Additional Meal Periods:

- a. If a craft worker is required to work past five hours, they shall be paid one-half (1/2) hour at the applicable overtime rate and shall eat their lunch on company time.
- b. By mutual agreement between the Union and the Employer an additional hour of overtime/penalty pay may be provided in lieu of the above.
- c. Craft Workers required to work more than two (2) hours after the end of an eight (8) hour shift and one (1) hour after a ten (10) hour shift shall be furnished a meal and paid one-half (1/2) hour at the applicable wage rate and every five (5) hours thereafter, a Craft Worker shall be given time for a meal. Mealtime shall be paid at the applicable overtime rate and adequate lunch shall be provided by the Employer at the job site.
- d. By mutual agreement between the Union and the Employer an additional hour of overtime/penalty pay may be provided in lieu of the above.

Section 8: Security.

The Parties acknowledge that some work within the scope of this Agreement will occur in restricted security areas of an operating airport and that employees who will be required to work in such areas will, as a condition of employment on this Project, be subjected to a 10-year personal background check and security clearance and will be required to comply with regulations imposed by the Port, the Department of Homeland Security (including sub-agencies such as the Transportation Security Administration and Customs and Border Patrol), and the Federal Aviation Authority governing access and conduct in such areas. The Unions acknowledge that Union representatives will undergo the same clearance procedures as a condition to their access to these areas and therefore agree that such conditions will be imposed

and that application and enforcement of such requirements may be grounds to terminate or deny an employee work on the Project or to deny access of their representatives to the Project's areas.

Section 9: Cement Masons.

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

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

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

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

(d) **Reporting and Minimum Hours Pay:**

1. Employees reporting for work and for whom no work is provided, except when given notification not to report to work; shall receive four (4) hours at the regular straight-time hourly rate.
2. When the shift is started, four (4) hours shall be allowed. If the second half is started, then a whole shift shall be allowed, unless an employee leaves of his/her own volition or is discharged for cause. In such event, he/she shall be paid for actual time worked.

ARTICLE 19
SAFETY AND HEALTH

Section 1.

The Parties to this Agreement will hold a regular Joint Labor/Management Safety Committee meeting to discuss safety programs and procedures to maintain the highest level of occupational safety on the Project site.

Section 2.

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

(b) Employees shall be bound by the safety, security and visitor rules and environmental compliance requirements established by the Contractor, and the Port. These rules will be

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published and posted in conspicuous places throughout the work site. An employee's failure to satisfy their obligations under this Section will subject them to discipline, including discharge.

(c) The use, sale, transfer, purchase and/or possession of a controlled substance, including Marijuana, and/or alcohol while on the Port's premises at any time during the work day is prohibited. Accordingly, the Parties have agreed to follow the guidelines for substance abuse and alcohol testing as stipulated in the Substance Abuse Policy (See Appendix A).

(d) These Procedures outline the safeguards set forth for the testing of employees for prohibited or controlled substances, adulterants and alcohol. It is agreed, with respect to such testing procedures, that: (i) no person referred from the Union hiring hall shall be allowed on-site as an employee until such person has completed and passed any test(s) required under the program; (ii) a person who is put to work immediately after having passed the tests shall be paid starting at the time he/she reported for the test(s); and (iii) where a Contractor requests a person to report for purposes of a pre-employment substance abuse and alcohol test, and does not intend to place him/her in an active work position on that day, the person shall receive four (4) hours of pay at the regular straight-time hourly rate if the test is negative.

(e) The unauthorized use or possession of firearms, weapons, explosives or incendiary materials on or near the Project premises, including Port owned or leased parking lots, is prohibited. Any employee who violates this provision will be subject to discipline including discharge and/or removal from the Project.

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

Section 3.

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

Section 4.

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

ARTICLE 20
SAVINGS AND SEVERABILITY

Section 1.

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

Section 2.

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

ARTICLE 21
DURATION OF AGREEMENT

This Agreement shall be effective on the date approved by the Port, and shall continue in effect for the duration of the Project construction work described in Article 2 hereof.

Section 1.

(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, and the Owner has accepted such phase, portion, section or segment. As areas and systems of the Project are inspected and construction tested and/or approved by the Construction Manager and accepted by the Owner or third parties with the approval of the Owner, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the Construction Manager or Owner to engage in repairs or modifications required by its contract(s) with the Owner or the Construction Manager, or engages in warrant work covered by the scope article.

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

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

Section 2.

Concourse D Hardstand Terminal Project Labor Agreement

- (a) Local Collective Bargaining Agreements incorporated as part of this Agreement shall continue in full force and effect until the Contractor and/or Union parties to the Collective Bargaining Agreements notify the Port in writing of mutually agreed upon changes in such agreements and their effective date(s).
- (b) The Parties agree to recognize and implement such changes on their effective dates, provided, however, that any provisions negotiated in said Collective Bargaining Agreements will not apply to work covered by this Agreement if such provisions are less favorable to the Contractor for work covered by this Agreement than those uniformly required of contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied if it may be construed to apply exclusively or predominantly to work covered by this Agreement.
- (d) Any disagreement between the Parties over the incorporation of the local Collective Bargaining Agreement shall be referred for resolution under the procedures established in Article 7.

Concourse D Hardstand Terminal Project Labor Agreement

EMPLOYER:

Signature: 
Theodore J. Fick
Chief Executive Officer
Port of Seattle

Date: 12-27-2016

UNIONS:

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

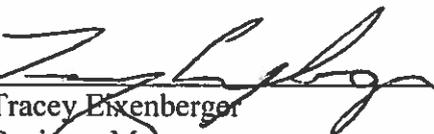
Signature: 
Monty Anderson
Executive Secretary

Date: 12-20-16

**Heat & Frost Insulators &
Allied Workers Local 7**

Signature: 
Todd Mitchell
Business Manager

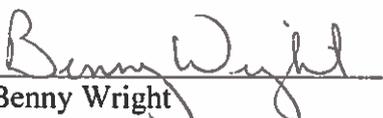
Boilermakers Local 502

Signature: 
Tracey Eixenberger
Business Manager

IBEW Local 46

Signature: 
Jim Tosh
Business Manager

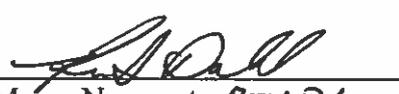
BAC PNW ADC

Signature: 
Benny Wright
Union Representative

Cement Masons & Plasterers Local 528

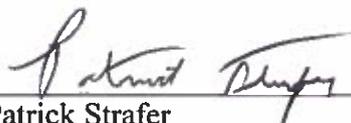
Signature: 
Eric Coffelt
Business Manager

Operating Engineers Local 302

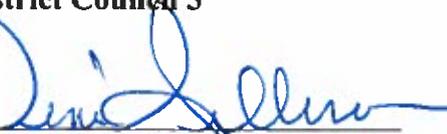
Signature: 
Marge Newgent *RON DAHL*
Business Representative

Concourse D Hardstand Terminal Project Labor Agreement

Elevator Constructors Local 19

Signature: 
Patrick Strafer
Business Manager

IUPAT District Council 5

Signature: 
Denis Sullivan
Business Manager

Iron Workers Local 86

Signature: 
Jeff Glockner
Business Manager

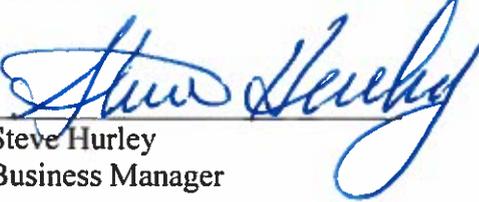
UA Plumbers & Pipefitters Local 32

Signature: 
Jeffrey J. Owen
Business Manager

Laborers Local 242

Signature: 
Dale Cannon
Business Manager

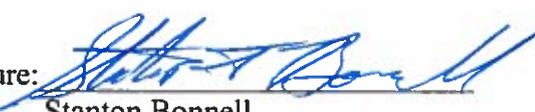
Roofers Local 54

Signature: 
Steve Hurley
Business Manager

Laborers (Street Pavers) Local 440

Signature: 
Alan Clune
Business Manager

Sprinkler Fitters Local 699

Signature: 
Stanton Bonnell
Business Manager

Teamsters Local 174

Signature: 
Rick Hicks
Business Manager

Sheet Metal Workers Local 66

Signature: 
Tim Carter
Business Manager

NW Regional Council of Carpenters

Signature: 
Chris Lampert
Business Representative

APPENDIX A

Substance Abuse Program

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

In order to produce as safe a workplace as possible, it is understood and agreed that the Parties abide by the rules and provisions of the mutually agreed upon substance abuse program includes the following types of testing: pre-employment, reasonable suspicion, post-accident, random, and return-to-work.

The Port's Substance Abuse Coordinator (Coordinator) will retain oversight over the program and the approved Substance Abuse Program Administrator (Administrator) will administer the testing program and testing services for the entire labor force identified in this Agreement.

All testing will be conducted only by laboratories under the strictest federal guidelines, with special provision to assure test reliability, employee privacy, and confidentiality. All testing will be conducted only by laboratories approved by the Substance Abuse and Mental Health Services Administration (SAMHSA) in accordance with the Mandatory Guidelines for Federal Workplace Testing Programs established by the U.S. Department of Health and Human Services, as amended.

Any disputes under this Program shall be subject to the grievance procedure, Article 7.

Substance Abuse Program is available upon request.

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SUBSTANCE ABUSE AND DETECTION THRESHOLD LEVELS

CONTROLLED SUBSTANCE	SCREENING METHOD	SCREENING LEVEL
Amphetamines	EMIT	500 ng/ml**
Barbiturates	EMIT	300 ng/ml
Benzodiazepines	EMIT	300 ng/ml
Cocaine	EMIT	150 ng/ml**
Methadone	EMIT	300 ng/ml
Oxycodone Screen	EMIT	100 ng/ml
Opiates	EMIT	2000 ng/ml**
PCP (Phencyclidine)	EMIT	25 ng/ml**
THC (Marijuana)	EMIT	50 ng/ml**
Propoxyphene	EMIT	300 ng/ml
Alcohol	Breathalyzer	.04 Percent

	CONFIRMATION METHOD	CONFIRMATION LEVEL
Amphetamines	GC/MS	250 ng/ml**
Barbiturates	GC/MS	200 ng/ml
Benzodiazepines	GC/MS	300 ng/ml
Cocaine	GC/MS	100 ng/ml
Methadone	GC/MS	100 ng/ml**
Oxycodone Screen	GC/MS	100 ng/ml
Opiates	GC/MS	2000 ng/ml**
PCP (Phencyclidine)	GC/MS	25 ng/ml**
THC (Marijuana)	GC/MS	15 ng/ml**
Propoxyphene	GC/MS	100 ng/ml
Alcohol	Breathalyzer	.04 Percent

* All controlled substance including their metabolite components

** SAMHSA specified threshold

A sample reported positive contains the indicated drug at or above the cutoff level for that drug. A negative sample either contains no drug or contains a drug below the cutoff level. Testing levels may be changed to meet SAMSHA or revised industry standards.

EMIT – Enzyme immunoassay

GC/MS – Gas Chromatography/Mass Spectrometry

APPENDIX B

**PORT OF SEATTLE
LETTER OF ASSENT**

MC- 03 Enter Number Here
Project Name: Enter Name Here
General/Prime Contractor: Enter Name Here

The undersigned, as a Contractor(s) or Subcontractor(s) on the Enter Project Name Here Project, for and in consideration of the award of a Contract to perform work on said Project, and in further consideration of the mutual promises made in the Project Labor Agreement (PLA), a copy of which was received and is acknowledged, hereby:

- (1) On behalf of itself and all its employees, accepts and agrees to be bound by the terms and conditions of the Project Labor Agreement, together with any and all amendments and supplements now existing or which are later made thereto, and understands that any act of non-compliance with all such terms and conditions, including but not limited to; evidence of compliance with the pre-employment controlled substance testing, will subject the non-complying Contractor or employee(s) to being prohibited from the Project Site until full compliance is obtained.
- (2) Certifies that it has no commitments or agreements which would preclude its full compliance with the terms and conditions of said Project Labor Agreement.
- (3) Agrees to secure from any Contractor(s) (as defined in said Project Labor Agreement) which is or becomes a Subcontractor(s) (of any tier), a duly executed Letter of Assent in form identical to this document prior to commencement of any work.

Date: Choose Date	Company Name: Enter Company Name Here
Prime/General Contractor: <input type="checkbox"/>	Name and Title: Enter Name and Title Here
Subcontractor: <input type="checkbox"/>	Business Address: Enter Business Address Here
<input type="checkbox"/> Tier 1: Subcontractor to Name	Telephone Number: Enter Number Here
<input type="checkbox"/> Tier 2: Subcontractor to Name	Choose a Type
<input type="checkbox"/> Tier 3: Subcontractor to Name	
<input type="checkbox"/> Tier 4: Subcontractor to Name	

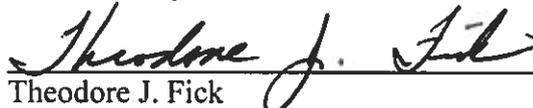
Type Name Here
(Typed Name May Substitute for Signature)

Prefabrication Side Letter
Concourse D Hardstand Terminal Project
Project Labor Agreement

On-site fabrication and installation of components that are traditionally the work of members of the various building trades Unions signatory to this Agreement will continue to be recognized as such. If done off-site, it is the Parties' intent that such fabrication will be performed whenever possible by fabricators located in the Puget Sound area who pay their employees not less than the current King, Snohomish or Pierce County Washington prevailing wage for the appropriate classification.

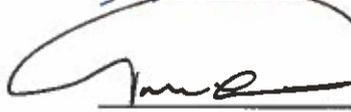
The Unions signatory to this Agreement recognize that the timely completion of this Project is vital to the Port of Seattle and the Community it is intended to serve. Therefore, if the nature of the work, the Project schedule, or contracting circumstances make it necessary to obtain fabrication under conditions different than those described above, the Union(s) affected agree to meet and confer with the Contractor to discuss the reasonable needs of the Project. The Contractor and the Union(s) affected agree to discuss any other circumstances affecting off-site fabrication contracting purchases, and any reasons making it necessary to depart from the intention set forth above. The Union(s) affected agree to install on-site any components fabricated pursuant to the terms of this letter without limitation. The Parties will make every effort to keep an open channel of communication to insure that both parties are fully informed of the facts affecting the substance of this letter.

Date and Signature:



Theodore J. Fick
Chief Executive Officer
Port of Seattle

Signatory Unions:

 PACIFIC NORTH WEST REGIONAL COUNCIL OF CARPENTERS
 SHOOT METAL WORKERS LOCAL 66

Letter of Understanding
Between
Teamsters Local Union No. 174
And
The Port of Seattle for Concourse D Hardstand Terminal
Project Labor Agreement

Whereas: The work of truck drivers is unique in the execution of the Project Labor Agreements (PLA) in that much of the work is performed off site, and;

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

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

1. Article 2, applies with full force and effect to all Contractors and Subcontractors of whatever tier who have been awarded contracts related to the work of truck drivers that is performed in the execution and within the scope of this PLA. Thus, all such Contractors and Subcontractors must, among other things, comply with the requirement set forth in Article 16, Section 1, 2, 3 and 4, all truck drivers who perform work within the scope of this agreement shall be dispatched by Teamsters Local 174, except insofar as limited by the other provisions of Article 16.
2. The term "employee," as used in Article 16, is defined for the purposes of this Letter of Understanding to include any person who is performing the work of a truck driver in the execution and within the scope of this Project, unless modified by the terms of this LOU.
3. At the request of any Contractor or Subcontractor, that Contractor or Subcontractor may choose to utilize as persons performing the work of truck drivers on this Project persons who are already in possession of or who wish to provide their own vehicles (hereafter, "owner-operators"). Use of owner-operators is governed by the following rules:
 - 3.1. Pursuant to the requirements of Article 16, Section 1, 2, 3 and 4, owner-operators working on the Project must be dispatched by Teamsters Local 174.
 - 3.2. Owner-operators will receive a compensation package equivalent to the prevailing wage that is applicable to all other employees who are dispatched by Local 174 to the

Concourse D Hardstand Terminal Project Labor Agreement

Contractor or Subcontractor regardless of tier. Owner-operators will also be reimbursed at the rates established by Local 174 and approved by the Port for the use of owner-operator vehicles such rates shall be based on and shall not exceed the area standard for fair market value for the use of the equipment.

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

Port of Seattle


Theodore J. Fick
Chief Executive Officer
Port of Seattle

12-27-2014
Date

Teamsters Local 174


Rick Hicks
Business Manager

12/8/16
Date