

FIRE STATION 10 REPLACEMENT PROJECT
SEATTLE, WA

PROJECT LABOR
AGREEMENT

between

SEATTLE/KING COUNTY BUILDING AND
CONSTRUCTION TRADES COUNCIL

And

GC/CM -
HOFFMAN CONSTRUCTION
COMPANY OF WASHINGTON

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**FIRE STATION 10 REPLACEMENT PROJECT
PROJECT LABOR AGREEMENT**

This Fire Station 10 Replacement Project - Project Labor Agreement (*the "Project Agreement"*) or (*"Agreement"*) is entered into this **26th** day of **October 2005**, by and between **HOFFMAN CONSTRUCTION COMPANY OF WASHINGTON** (hereinafter "GC/CM") and THE SEATTLE/KING COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL ("*Unions*").

**ARTICLE I
RECITALS/PURPOSES**

1.1 The purpose of this Project Agreement is to insure that all the construction work at the Project shall proceed continuously and without interruption, efficiently, economically and with due consideration for the protection of labor standards, wages and working conditions. The parties hereto agree and do establish and put into practice effective and binding methods for the settlement of all misunderstandings, disputes or grievances that may arise between the GC/CM or the GC/CM's subcontractors at any tier level, and the Unions, or their members, to the end that the Owner, GC/CM and Unions are assured of complete continuity of operation without slowdown or interruption of any kind that labor management peace is maintained. The provisions of this Agreement shall apply to all on-site, direct-hire subcontractors of the GC/CM at every tier level.

1.2 This Agreement shall apply to all on-site construction work on the FIRE STATION 10 REPLACEMENT PROJECT, located at 121 5th Avenue South in Seattle, Washington.

1.3 This Agreement shall be subordinate to any and all stipulated requirements in the relevant statutes enabling funding for financing of the Project.

**ARTICLE II
RECOGNITION**

2.1 **UNION RECOGNITION.** The Contractor(s) recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this Agreement. This sub-section shall not alter the pre-existing legal status of any bargaining relationship between any individual Contractor and signatory Union.

**ARTICLE III
SCOPE OF AGREEMENT**

This Agreement shall apply to all on-site construction work managed by the GC/CM as determined by the contract between the GC/CM and the Owner ("*The City of Seattle*") for the construction of the Project located in the Seattle, Washington. This Agreement shall also apply to engineers performing survey work as defined by Revised Code of Washington 18.43.020.

3.1 This Agreement shall apply to on-site construction craft employees represented by any Union signatory hereto, and shall not apply to other field personnel or non-manual employees, including but not limited to, executives, engineers, draftsmen, supervisors, assistant supervisors, timekeepers, messengers, office workers, office cleaning service, guards, and other non-construction trade labor which may be identified during the course of the Project, including but not limited to:

a. Artists and Their installers retained by the Owner, during the course of the Project.

- b. Furniture, fixture and equipment installers retained by the Owner to be performed after building trades subcontractors have completed construction related work and or contract completion date.
- c. Employers and their Employees controlled by the Owner.
- d. Employees engaged in any work performed on or near, or leading to or into, the Project site by state, county, city or other governmental bodies, their other retained contractors, or by public utilities or their contractors, or by other public agencies or their contractors.
- e. Employees engaged in maintenance on leased equipment and on-site supervision of such work.
- f. Employees engaged in warranty functions and warranty work, and on-site supervision of such work:
- g. Startup, testing and commissioning personnel employed by the GC/CM or the Owner

3.2 None of the provisions of this Project Agreement shall apply to the Owner ("*The City of Seattle*") and nothing contained herein shall be construed to prohibit or restrict the Owner, or their employees from performing work not covered by this Agreement on the Project site. As areas and systems of the Project are inspected and construction tested by the GC/CM and accepted by the Owner, the Agreement shall not have further force or effect on such items or areas, except when the GC/CM is directed by the Owner to engage in repairs, modifications, checkout and/or warranty functions required by its contract. .

3.3 The Owner or GC/CM, 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 Agreements between such bidder and any party to this Agreement: provided that, except as provided under Article IX such bidder shall be willing, ready and able to execute and comply with this Project Labor Agreement should it be designated the successful bidder.

3.4 The provisions of this Project Agreement shall apply to the construction of the named Project, notwithstanding the provisions of local, area and/or national agreements which may conflict or differ from the terms of this Agreement. Where a subject covered by the provisions of this Project Agreement is also covered by a conflicting provision of a collective bargaining agreement, the provisions of this Project Agreement shall "*prevail*": otherwise the terms of applicable collective bargaining agreements shall apply except that the work of the INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS on this Project shall be performed under the terms of its NATIONAL AGREEMENT, provided that the provisions of ARTICLE(S) XIII-CRAFT JURISDICTION AND JURISDICTIONAL DISPUTES ADJUSTMENT, XVIII-NO-STRIKE-NO LOCKOUT, and XX-GRIEVANCE PROCEDURE, of this Project Agreement shall apply to such work.

ARTICLE IV UNION REPRESENTATION

4.1 Authorized representatives of the Unions shall have reasonable access to the Project, provided they do not interfere with the work of employees, and further provided that such representatives fully comply with the visitor, safety and security rules established for the Project.

4.2 The Business Representative for each of the Local 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.

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

4.4 The Union may appoint a Steward for each shift, should multiple shifts be utilized, however the Fire Station 10 Replacement Project work will be performed within a single daily workshift unless dictated by the GC/CM under special arrangement.

4.5 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 and that the "Termination notice" language provisions of the respective Craft Area Agreement shall apply. The Unions agree that such activities shall not unreasonably interfere with the Steward's work for the GC/CM or it's subcontractors.

4.6 It is recognized by the GC/CM and the GC/CM's subcontractors that the employee selected as a Steward shall remain on the job as long, as there is work within his craft which he/she is qualified, willing and able to perform. The GC/CM and the applicable subcontractor shall be notified in writing of the selection of each Steward. The applicable subcontractor shall give the GC/CM and applicable Union written notice upon discharging a Steward for cause. For purposes of this section "cause" shall mean incompetence, unexcused absenteeism, disobedience of orders, unsatisfactory performance of duties, or violation of Project rules.

4.7 The Steward may not cause or encourage work stoppage, and, if found guilty of instigating such action, will be subject to action by the GC/CM, and/or the GC/CM's subcontractors, up to and including discharge or removal from the project.

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

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

ARTICLE V MANAGEMENT RIGHTS

5.1 The GC/CM and the GC/CM's subcontractors retain full and exclusive authority for the management of its operations. The GC/CM and the GC/CM's subcontractors shall direct their working forces at their sole 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 GC/CM and the GC/CM's subcontractors may, in its sole discretion, utilize the most efficient method or techniques of construction, tools, or other labor-saving devices. The GC/CM and the GC/CM's subcontractors shall schedule work in accordance with applicable local collective bargaining agreements except as otherwise expressly stated in this Agreement.

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

5.3 Except as otherwise expressly stated in this Agreement (*Attachments "B"*), there shall be no limitation or restriction upon the Owner or the GC/CM's choice of materials or design, nor, regardless of source or location upon the full use and installation of equipment, machinery, package units, pre-casts, pre-fabricated, pre-finished, or pre-assembled materials, tools, or other labor-saving devices. The Owner, or the GC/CM 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.

ARTICLE VI SUBCONTRACTING

6.1 As provided in ARTICLE IX-HIRING PROCEDURES and ARTICLE XI-APPRENTICESHIP PROGRAM, the terms and conditions of this Agreement shall apply to all of the GC/CM's contracts or their subcontracts for work to be performed at the jobsite.

6.2 It is clearly understood that the provisions of this article shall not apply to the Owner or its consultants.

ARTICLE VII PRE-JOB CONFERENCES

The GC/CM and the GC/CM's subcontractors at all tier levels shall be required to hold a pre-job jurisdictional mark-up meeting prior to the commencement of construction activities on the Project. The GC/CM agrees that all subcontractors will be required to arrange such a pre-job conference through the GC/CM's designated Labor Relations Representative. The GC/CM further agrees that the GC/CM's Labor Relations Representative will attend and act as co-chairman with the Secretary of THE SEATTLE/KING COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL at all such pre-job conferences relative to this Project. In addition to the information developed relative to jurisdiction of work at the pre-job conference, the GC/CM and his subcontractors will present all information available to the GC/CM regarding starting date for the work, location of the Project, duration of job, estimated peak employment and any other conditions deemed peculiar to the particular contract or subcontract.

ARTICLE VIII PROJECT ADMINISTRATIVE COMMITTEE

8.1 The parties to this Agreement 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 shall be established to be comprised of the GC/CM's representatives and/or representatives of subcontractors at every tier level, as may be required, the Unions party to the Agreement and a representative of the SEATTLE/KING COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL who shall meet at the jobsite or other agreed location according to a mutually agreeable monthly schedule. The Unions shall at such meetings present facts concerning any violations of any part of the Agreement by the GC/CM or its subcontractors. Additionally, the Unions agree to notify the GC/CM's designated Labor Relations Representative upon discovery of a potential violation of this Agreement. They shall also bring up any practice by the GC/CM or the GC/CM's subcontractors, which in their opinion might lead to a misunderstanding or dispute between the parties. The GC/CM, or the GC/CM's subcontractors shall bring in any complaints regarding failure of any employee or employees, or of the Unions to carry out any and all provisions of the Agreement.

8.2 Any agreement or resolutions reached pursuant to the preceding paragraph shall not supersede, alter, modify, amend, add to or subtract from this Agreement unless specifically expressed elsewhere in this Agreement. Prior to being effective any amendments or revisions to this Agreement shall be in Writing and signed by all the parties hereto.

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

8.4 The chairmanship of the Administrative Committee shall alternate between the GC/CM's designated representative and the Secretary of the Seattle/King County Construction Trades Council.

8.5 The Administrative Committee shall meet as required, but not less than once each month, to review the operation of the Agreement.

8.6 This Committee shall be convened within 48 hours on an emergency basis at the request of any party to the Agreement.

**ARTICLE IX
HIRING PROCEDURES - IN ACCORDANCE WITH
APPLICABLE LOCAL COLLECTIVE BARGAINING AGREEMENT**

9.1 It is agreed that affirmative action shall be taken to afford equal employment opportunity to all qualified persons without regard to race, creed, color, sex or national origin. This shall be applicable to all matters relating to hiring, training, promotion, transfer or termination of employees. Furthermore, the parties agree to cooperate to the fullest extent to achieve the intent and purpose of the applicable regulations of Title VII, 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 the Equal Employment/Affirmative Action Resolutions and Apprenticeship Program requirements for the Project. To the extent the GC/CM and its subcontractors, despite reasonable efforts, are unable to meet the objectives and requirements set forth in this Article IX through use of craft employees represented by any Union signatory, the GC/CM and its subcontractors shall be allowed to recruit from any other source and such recruits will have seven (7) days to join the applicable Local Union. All employees shall be required to comply with the Local Unions security provision of the applicable SCHEDULE "A" for the period during which they are performing on-site work. The applicable Local Union is required by law to accept these new members.

9.2 It is agreed and understood that specific terms and conditions governing, hiring and assignment of current union trade workers in supplement to small subcontractors (ex: owner-operators) existing core workforce proposed for the project may be negotiated jointly by the GC/CM, that small subcontractor, and applicable trade union representatives.

**ARTICLE X
HOURS OF WORK, OVERTIME, SHIFTS, HOLIDAYS**

10.1 **HOURS OF WORK.** Eight (8) hours shall constitute a standard work day. Five days, Monday through Friday, shall constitute a standard work week. Standard shift workday shall be from 7:00 a.m. to 3:30 p.m. for first shift with one-half hour unpaid lunch period. Hours of work may be altered by mutual agreement. Notification of change in hours of work will be given to the union in writing. Hours of work for pile driving are subject to modification by the GC/CM to comply with all applicable noise limitation requirements and obligations of the Owner. Work hours shall be uniform for all crafts. Make up days due to inclement weather will be with prior GC/CM approval and per applicable local collective bargaining agreements.

10.2 **LUNCH PERIOD.** Applicable Meal Period provisions in the respective Craft Area Agreement shall apply.

10.3 **SHIFTS.** First shift shall be considered the standard work shift. Other shifts will be administered in accordance with applicable local collective bargaining agreements. Subcontractors shall be responsible for paying, all premiums required to work the above noted shifts.

10.4 **OVERTIME.** Overtime shall be in accordance with applicable local collective bargaining agreements.

10.5 **HOLIDAYS.** Recognized holidays shall be 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. Work may be performed on Labor Day when circumstances warrant, i.e., the preservation of life and/or serious property damage.

- a. In the event a Holiday falls on Sunday, the following day, Monday, shall be observed as such Holiday.
- b. In the event a Holiday falls on Saturday, the preceding Friday shall be observed. Monday holidays shall be honored in keeping with Federal law.
- c. There shall be no paid holidays unless explicitly under a local collective bargaining agreement. If employees are required to work on a Holiday, they shall receive the appropriate overtime rate.

10.6. IT WILL NOT BE A VIOLATION OF THIS AGREEMENT WHEN THE GC/CM CONSIDERS IT NECESSARY TO SHUT DOWN THE PROJECT IN WHOLE OR IN PART TO AVOID THE POSSIBLE LOSS OF HUMAN LIFE BECAUSE OF AN EMERGENCY SITUATION THAT COULD ENDANGER THE LIFE AND SAFETY OF AN EMPLOYEE. IN SUCH CASES, EMPLOYEES WILL BE COMPENSATED ONLY FOR THE ACTUAL TIME WORKED. IN THE CASE OF A SITUATION DESCRIBED ABOVE WHEREBY THE GM/GC OR THE GC/CM'S SUBCONTRACTORS REQUESTS EMPLOYEES TO STAND BY, THE EMPLOYEES WILL BE COMPENSATED FOR THE "STAND BY TIME IN THE EVENT OF ANY CONFLICT, THE APPROPRIATE LOCAL COLLECTIVE BARGAINING AGREEMENT SHALL APPLY.

10.7 **PROJECT SECURITY.** In the event the GC/CM deems it necessary, the parties agree to develop a mutually acceptable system for employees checking in and out on the Project. This system, if necessitated, will be developed by the Project Administrative Committee.

10.8 **REPORTING TIME.** (*Show-up Time*) In accordance with applicable local bargaining, collective bargaining agreements.

ARTICLE XI APPRENTICESHIP PROGRAM

11.1 The GC/CM and its subcontractors shall implement a Project Apprenticeship Program to meet the requirements established by the GC/CM Contract with the Owner (FS10 GC/CM Program). The signatory unions shall supply labor for each craft to provide training and job opportunities as a means to increase the skill of the Puget Sound region work force so that Utilizing the apprenticeship training the workers can enter the pool of skilled labor, fully qualified for living wage jobs.

11.2 In implementing the Project Apprenticeship Program, the GC/CM and its subcontractors shall commit to meet the project apprenticeship participation requirements of Fifteen (15%) of the total contract labor hours, excluding offsite vendors and suppliers.

11.3 The signatory unions shall provide upon request by each employer or subcontractor, sufficient quantities of qualified apprentices to complete the task assigned. Such apprentices shall work under the supervision of a journeyman.

11.4 Apprenticeship participation hours shall be distributed throughout each technical discipline or trade and each tier expected to be utilized on this contract unless modified by the FS10 GC/CM Program. Requests for modification of the requirements shall be submitted to the GC/CM. Each request shall include written documentation of affirmative efforts to use SAC-registered apprentices such as copies of the letters from the subcontractors to the union local and responses from the Union locals stating reasons for not providing labor requested, GC/CM will promptly respond to the subcontractor in writing with a decision.

11.5 During the initial construction planning period, the GC/CM through its subcontractors shall prepare and submit a plan for SAC-registered apprentice's participation. The plan of each subcontractor shall estimate the total contract labor hours to establish the framework for apprenticeship participation to be submitted to GC/CM at the pre-construction meeting.