

PROJECT LABOR AGREEMENT

PORT OF SEATTLE

HARBOR ISLAND UPLANDS PROJECT

**ARTICLE I
PURPOSE**

- 1.1 The purpose of this Project Agreement is to insure that all the Employer's construction work at the Port of Seattle Harbor Island Uplands Project at Seattle, Washington (hereinafter referred to as 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 Employer and the Unions, or their members, to the end that the Owner, Employer and Unions are assured of complete continuity of operation without slowdown or interruption of any kind and that labor-management peace is maintained. The provisions of the Agreement shall not apply to the Port of Seattle except as specifically stated elsewhere in this Agreement. The provisions of this Agreement shall apply to all on-site, direct-hire subcontractors of the Employer at every tier level.
- 1.2 This Agreement shall apply to all on-site construction work on the public access, landscaping and T-18 onsite clean-up contracts for the Port of Seattle Harbor Island Uplands Project located in Seattle, Washington.

**ARTICLE II
RECOGNITION**

The Employer recognizes the Unions signatory hereto as the collective bargaining agents of the craft employees who are employed on the project.

**ARTICLE III
SCOPE OF AGREEMENT**

This Agreement shall apply to all on-site construction work performed by the Employer as determined by the contract between the Employer and the Owner for the construction of the Port of Seattle Harbor Island Uplands Project located at Seattle, Washington.

- 3.1 This Agreement shall only 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 and guards. This agreement expressly does not apply to
- A. Artists retained by the Port or its tenants during the course of the project.
 - B. Furniture, fixture and equipment installers retained by the PORT or its tenants for work to be performed after the earlier of March 1, 1996, or the contract completion date.
 - C. Equipment and machinery owned or controlled and operated by the PORT.

- D. All employees of the PORT, its tenants, the Project Manager or the Employer not performing manual labor.
 - E. Any work performed on or near, or leading to or into, the Project site by state, county, city or other governmental bodies, or by Burlington Northern Railroad, Union Pacific Railroad, or their Contractor; or by public utilities or their Contractors; or by the Port of Seattle, or its Contractors (for work which is not part of the Project).
 - F. Off-site maintenance on leased equipment and on-site supervision of such work.
 - G. Off-site warranty functions and warranty work, and on-site supervision of such work.
- 3.2 A contractor or sub-contractor who makes delivery of the following materials: sand, gravel, crushed rock, concrete mix, asphalt, or other similar materials; or delivers fabricated or manufactured non-standard items produced by contract specifically for this project shall be party to this agreement. A contractor or sub-contractor who makes delivery of equipment and who does any work on the project shall be party to this agreement. Delivery of materials is not subject to this agreement if they are delivered by anyone engaged in the hauling or delivery of items not listed above and who does not perform any work on the project.
- 3.3 None of the provisions of this Project Labor Agreement shall apply to the Port of Seattle and nothing contained herein shall be construed to prohibit or restrict the Port or its 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 Resident Engineer or Employer and accepted by the Port, the Agreement shall not have further force or effect on such items or areas, except when the Resident Engineer and/or Employer are directed by the Port to engage in repairs, modifications, check-out and/or warranty functions required by their contract(s) with the Port.
- 3.4 The Port of Seattle, Resident Engineer, and/or Employer, 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, however, only that such bidder is willing, ready and able to execute and comply with the Project Labor Agreement, should it be designated the successful bidder.
- It is agreed that all direct subcontractors, of whatever tier, who have been awarded contracts by this Agreement on or after the effective date of this Agreement shall be required to accept and be bound by the terms and conditions of this Project Labor Agreement.
- 3.5 The provisions of this Project Labor Agreement shall apply to the construction of the 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 Labor Agreement is also covered by a conflicting provision of a Collective Bargaining Agreement, the provisions of this Project Labor Agreement shall prevail, otherwise the terms of applicable Collective Bargaining Agreement 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, with the exception of Articles VI, VII, and VIII of this Project Agreement, which shall apply to such work.

ARTICLE IV UNION REPRESENTATION

- 4.1 Authorized representatives of the Union 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 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 working journeyman as Steward, who shall be recognized as the Union's representative for a signature hereto. Such designated Stewards shall be qualified workmen 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 or she is employed.
- 4.4 The Union may appoint a Steward for each shift.
- 4.5 A Steward for each craft of the signatory Unions employed on a job shall be permitted on a job at all times. They shall not be subjected to discrimination or discharge on account of proper union activities. The Unions agree that such activities shall not unreasonably interfere with the Steward's work for the Employer.

It is recognized by the Employer that the employee selected as a Steward shall remain on the job as long as there is work within his or her craft which he or she is qualified; willing and able to perform. The Employer shall be notified in writing of the selection of each Steward. The Employer shall give the Unions prior written notice before discharging a Steward.

The Steward may not cause or encourage work stoppage, and, if found guilty of instigating such action, will be subject to disciplinary action by the Employer, including discharge.

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

- 4.7 The Steward shall be given the option of working all overtime providing he or she is qualified to perform the task assigned.

**ARTICLE V
MANAGEMENT RIGHTS**

- 5.1 The Employer retains full and exclusive authority for the management of its operations. The Employer shall direct his or her working forces at his or her 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 Employer 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. The Employer 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 Employer, therefore, retains all legal rights not specifically covered by this Agreement.
- 5.3 Except as otherwise expressly stated in this Agreement, there shall be no limitations or restrictions upon the Employer's choice of materials or design, nor, regardless of source or location, upon the full use and installation of equipment, machinery, package units pre-cast, pre-fabricated, pre-finished, or pre-assembled materials, tools, or other labor-saving devices. The Employer 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 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 The terms and conditions of this Agreement shall apply to all of the Employer's contracts or their subcontractors for work to be preformed at the jobsite.
- 6.2 It is clearly understood that the provisions of this article shall not apply to the Port of Seattle.
- 6.3 **SUBCONTRACTORS AT EVERY TIER LEVEL WILL BE BOUND TO THIS PROJECT AGREEMENT BY THE BID AND CONTRACT DOCUMENTS.**

**ARTICLE VII
PRE-JOB CONFERENCES**

The Employer and Employer's subcontractors at all tier levels shall be required to hold a pre-

job jurisdictional mark-up prior to the commencement of construction activities on the Project. The Employer agrees that all subcontractors will be required to arrange such a pre-job conference through the Employer's Labor Relations Manager. The Employer further agrees that the Employer's Labor Relations Manager will attend and act as cochairman with the Secretary of the Seattle/King County Building and Construction Trades Council at all pre-job conferences relative to this Project. In addition to the information developed relative to jurisdiction of work at the pre-job conference, the Employer and his or her subcontractors will present all information available to the Employer 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 Resident Engineer, or equivalent, the Employer'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 the second Thursday of each month. The Unions, shall, at such meetings, present facts concerning any violations of any part of the Agreement by the Employers. They shall also bring up any practice by an Employer, which in their opinion might lead to a misunderstanding or dispute between the parties.

The Resident Engineer and Employer 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 This shall not be used for the purpose of arriving at any agreement to supersede, alter, modify, amend, add to or subtract from this Agreement unless specifically expressed elsewhere in this agreement.

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 be alternated between the Employer'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 either party to the Agreement.

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

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. 1 1246, 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 of the Port of Seattle.

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

10.1 Hours of Work. Eight (8) hours shall constitute a standard workday. Five days, Monday through Friday, shall constitute a standard workweek. Standard workday shall be from 7:30 a. m. to 4:00 p.m., 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 Employer to comply with all applicable noise limitation requirements and obligations of the Port of Seattle.

When conditions warrant an earlier start of the day shift, this shift may be from 7:00 a. m. to 3:30 p. m. with thirty minute unpaid lunch period, by mutual agreement between the Port, the Employer and the Unions. Work hours shall be uniform for all crafts. Make up days due to inclement weather will be with prior Port approval and per applicable local collective bargaining agreements.

10.2 Shifts. In accordance with applicable local collective bargaining agreements.

10.3 Overtime. In accordance with applicable local collective bargaining agreements.

10.4 Holidays. Recognized holidays shall be as follows: New Year's Day, Martin Luther King's Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Friday after Thanksgiving Day and Christmas Day. Work may be performed on Labor Day when circumstances warrant, i.e., the preservation of life and/or property. In the event a holiday falls on Sunday, the following day, Monday, shall be observed as such holiday. In the event a holiday falls on Saturday, the preceding Friday shall be observed. Monday holidays shall be honored in keeping with Federal law. There shall be no paid holidays unless explicitly stipulated under a local collective bargaining agreement. If

employees are required to work on a holiday; they shall receive the appropriate overtime rate.

- 10.5 IT WILL NOT BE A VIOLATION OF THIS AGREEMENT WHEN THE EMPLOYER 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 EMPLOYER 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.
- 10.6 Brass System. In the event the Employer 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.
- 10.7 Reporting Time. In accordance with applicable local collective bargaining agreement

ARTICLE XI APPRENTICES

Apprentices shall be employed in accordance with the applicable local collective bargaining agreements and in accord with the law regarding apprenticeship programs.

ARTICLE XII PAY DAY

In accordance with applicable local collective bargaining agreement, lay-off is pay-off.

ARTICLE XIII WORK STOPPAGES AND LOCKOUTS

- 13.1 During the term of this Agreement there shall be no strikes, picketing, work stoppages, slow downs 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.
- 13.2 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.

- 13.3 Neither the Union nor its applicable Local Union shall be liable for acts of employees for which it has no responsibility. The International Union General President or Presidents will immediately instruct, order and use the best efforts of his or 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 or her office to cause the employees the Local Union represents to cease any violations of the 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 rights in any instances shall not be deemed a waiver of its right in any other instance.
- 13.4 In the event of any work stoppage, strike, picketing or other disruptive activity in violation of this Article, the Contractor may suspend all or any portion of the Project work affected by such activity at the Contractor's discretion and without penalty.
- 13.5 There shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity affecting the Project site during the term of this Agreement. Any Union or Local Union which initiates or participates in a work stoppage in violation of this Article, or which recognizes or supports the work stoppage of another Union or Local Union which is in violation of this Article, agrees as a remedy for said violation, to pay liquidated damages in accordance with Section 6.
- 13.6 In lieu of, or in addition to, any other action at law or equity, any party may institute the following procedure when a breach of this Article or of Article XIX is alleged, after the Union(s) and/or Local Union(s) has been notified of the fact.
- (a) The party invoking this procedure shall notify who the parties agree shall be the permanent Arbitrator under this procedure. In the event that the permanent Arbitrator is unavailable at any time, he or she shall appoint his or her alternate. Notice to the Arbitrator shall be by the most expeditious means available, with notice by facsimile, telegram or any other effective written means, to the party alleged to be in violation and the involved International Union President and/or Local Union.
 - (b) Upon receipt of said notice, the Arbitrator named above shall set and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists.
 - (c) The Arbitrator shall notify the parties by facsimile, telegram or any other effective written means, of the place and time he or she has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to

attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.

- (d) The sole issue at the hearing shall be whether or not a violation of this Article or Article XII has in fact occurred. The Award shall be issued in writing within three (3) 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 of this Article and such Award shall be served on all parties by hand or registered mail upon issuance.
- (e) Such Award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Facsimile or expedited mail or personal service of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 6 of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte.

Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

- (f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance therewith, are hereby waived by parties to whom they accrue.
- (g) The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.
- (h) If the Arbitrator determines that a work stoppage has occurred in accordance with Section 6(d) above, the Union(s) and its applicable Local Union 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 trade involved does not return to work by the beginning of the next regularly scheduled shift following receipt of the Arbitrator's Award, and the Union(s) and/or its applicable Local Union have not complied with Section 3 of this Article, then the Union and/or the Local Union shall pay the sum of ten thousand dollars (\$10,000.00) as liquidated damages to the affected owner, and shall pay an additional ten thousand dollars (\$10,000.00) per shift for each thereafter on which the trade has not returned to work. The Arbitrator shall retain jurisdiction to determine compliance with this section and Section 3 of this Article.

ARTICLE XIV
CRAFT JURISDICTIONAL AND
JURISDICTIONAL DISPUTES ADJUSTMENT

- 14.1 It is the desire of the parties hereto to provide, establish and put into practice effective methods for the settlement of jurisdictional misunderstandings or jurisdictional disputes which may arise under this Agreement on the site without strike, lockout, work stoppage or slowdown, to the end that all parties shall be assured of continuity of operation and continuity of employment in order that harmonious relations will be maintained.
- 14.2 Any employer or his or her subcontractor, at whatever tier, who is performing construction work at the site of the Harbor Island Project shall comply fully with this Article.
- 14.3 Work assignments shall be made by the employer in accordance with the criteria and the procedural rules of the Impartial Board for the Settlement of Jurisdictional Disputes in the Building and Construction industry, as amended through March 1990.
- 14.4 Before making work assignments, the Employer shall determine first whether a previous decision or agreement of record covering the work exists. If there is no decision or agreement of record, then the Employer shall determine if an appropriate or applicable agreement between the crafts exists. If no agreement exists, the Employer shall then consider the established trade practice and prevailing practice in the locality. Locality is defined as the Seattle/King County Building and Construction Trades geographical jurisdiction.
- 14.5 The Employer and subcontractors will develop and schedule pre-assignment jurisdictional mark-up conference meetings with representatives of all of the signatory Unions and establish a time period during which the competing Unions can present evidence in support of their jurisdictional claims to the Labor Relations Manager. In those cases not covered by such a pre-job mark-up and where the involved Unions notify the Employer of a jurisdictional dispute over unassigned work, then and in that event, the competing Unions will be given no less than two regular work days time to prepare and present jurisdictional claims for the work in question. When the Employer becomes aware of any item that is not specifically covered by agreement between the affected trades, then the Employer will immediately⁷ make the interested Unions aware of this specific item of work and allow the Unions at least two regular work days to resolve the dispute. These time limits may be extended by mutual agreement, but in no event will work be held up due to on-going jurisdictional claims.
- 14.6 The Employer and its subcontractors have the obligation of presenting to the unions all of the pertinent data, drawings, specifications or descriptions that are available at the time of the jurisdictional mark-up. If the signatory Unions are unable to reach agreement as a result of the pre-job mark-up, then after the time limits have expired the Employer shall make a clear assignment of the disputed work. Any continuing jurisdictional disputes

must be resolved in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry as amended through March 1990.

- 14.7 In any event, there will be no strike, lockouts, work stoppages or slowdowns or other interferences with the work because of jurisdictional disputes.
- 14.8 Work shall be assigned by the Employer in accordance with the procedural rules of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry and if not resolved between the Unions, it shall be referred for resolution to the International Unions with which the disputing Unions are affiliated. The resolution of the dispute shall be reduced to writing, signed by representatives of the International Unions, and the Employer will abide by the resolution. The disputed work shall continue as assigned by the Employer until the dispute has been resolved.

ARTICLE XV WORK RULES

- 15.1 Employment begins and ends at the jobsite.
- 15.2 The selection of craft foreman and general foreman shall be in accordance with applicable local collective bargaining agreement/
- 15.3 Employees shall be at their place of work at the designed starting time and shall remain at their place of work until the designated quitting time. Place of work shall mean gang boxes, chance shacks or other designed tool storage areas or at assigned equipment. Employees shall remain on the Project and at their place of work through the workday. There shall be no vending machines allowed on the Project.
- 15.4 There shall be no limit on production by neither workmen nor restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of their trade and shall work under supervision of craft foremen. There shall be no restrictions on efficient use of manpower than as may be required by safety regulations, provided, however, legitimate manning practices that are a part of national and/or local agreements to which the employer is signatory shall be followed.
- 15.5 Security procedures for control of tools, equipment and materials are solely the responsibility of the Employer. Employees having any company property or property of another employee in the possession, without authorization, are subject to immediate discharge. The Employer will be responsible for the establishment of reasonable security measures for the protection of personal, company and client property.
- 15.6 Slowdowns, standby crews and featherbedding practices will not be tolerated.
- 15.7 Specialized equipment may be installed, adjusted, tested and serviced by the Owner's employees or tenants when the Owner accepts occupancy off sectors of this project.

ARTICLE XVI
MISCELLANEOUS PROVISIONS

- 16.1 All inspection of incoming shipments of equipment, apparatus, machinery and construction materials of every kind shall be performed at the sole discretion of the Owner or Employer by persons of their choice.
- 16.2 The Owner or Employer shall have the right to have equipment, apparatus, machinery and construction materials of every kind delivered to the jobsite by persons of their choice except as otherwise set out herein.
- 16.3 The Owner shall have the right to test, operate, maintain, remove and replace all equipment, apparatus or machinery installed, or to be used in connection with such installation on the work site with employees of the Owner, who shall work under the direct supervision of the Owner if the Owner deems such supervision desirable.
- 16.4 All foremen and superintendents shall have the authority and responsibility to terminate any construction employee working under their supervision that fails to satisfactorily, competently and diligently perform his or her assigned duties.
- 16.5 Subject to the grievance procedure of the applicable local collective bargaining agreement, the Employer shall have the right to terminate any construction employee who in its opinion fails to satisfactorily, competently, professionally and diligently perform his or her assigned work, and to refuse to rehire such individual. Each termination slip shall show reason for discharge.
- 16.6 Any employer who reports for work under the influence of alcoholic beverages or uses non-prescribed drugs on the jobsite, or who reports to the jobsite with alcoholic beverages or non-prescribed drugs, shall be subject to immediate termination.
- 16.7 Any employee who willfully damages the work of any other employee, or any materials, equipment, apparatus, or machinery shall be subject to immediate termination.
- 16.8 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 XVII
SAFETY, HEALTH AND SANITATION

- 17.1 The Employer and the employees shall comply with all applicable provisions of state and federal laws and regulations including the Occupational Safety and Health Act of 1970, as amended, relating to job safety and safe working practices.
- 17.2 The Employer shall provide a convenient and sanitary supply of drinking water, cooled in the summer months and sanitary drinking cups.

- 17.3 The Employer shall provide adequate sanitary toilet facilities, water and clean-up facilities for the employees.
- 17.4 The Employer shall provide a safe place for storage of tools and facilities ventilated and heated for changing clothes.
- 17.5 Chronic violators of established safety rules will be subject to termination for cause with the same conditions for rehire as established in Article XVI
- 17.6 All required safety equipment shall be provided by employer.

ARTICLE XVIII
PROTECTION OF PERSONAL PROPERTY

The protection of personal property shall be in accordance with the applicable local agreement of the Employer.

ARTICLE XIX
UNION SECURITY

Per applicable local collective bargaining agreement.

ARTICLE XX
GRIEVANCE PROCEDURE

Per applicable local collective bargaining agreement.

ARTICLE XXI
GENERAL SAVINGS CLAUSE

- 21.1 If any article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by any competent authority of the executive legislative, judicial or administrative branch of the federal or any state government, the Employer and the Union shall suspend the operation of such article or provision during the period of its invalidity and shall substitute, by mutual consent, in its place and stead, an article or provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the article or provision in question.
- 21.2 If any article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this agreement or the application of such article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

ARTICLE XXII
TERMS OF AGREEMENT

This agreement shall become effective on the Notice of Award and shall continue only until the project is completed or abandoned by the Port of Seattle or by the General Contractor for the project.

ARTICLE XXIII
WAGE SCALES AND FRINGE BENEFITS

In consideration of the desire of the Employer, the Owner and the Union 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:

- 23.1 The wage rates to be paid all laborers, workers and mechanics who perform any part of this Contract shall be not less than the prevailing wage rates as required by Chapter 39.12 of the Revised Code of Washington, as amended. This requirement applies to laborers, workers and mechanics whether they are employed by the Contractor, Subcontractors, Sub-subcontractors, or any other person who performs the portion of the work contemplated by this Agreement.
- 23.2 The current prevailing wage rates as provided to the Port by the industrial statisticians of the Washington State Department of Labor and Industries are available for review at the Port's Engineering Department bid counter and are incorporated into this Agreement as if set forth herein.
- 23.3 In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State and the Director's decision therein shall be final and conclusive and binding on all parties involved in the dispute, as provided for by Section 39.12 of the Revised Code of Washington, as amended.

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

Executive Secretary

General Contractor

Signatory Unions

Intl. Association of Heat, Frost
and Asbestos Workers Local Union 7

International Brotherhood of Electrical
Workers Local 46

Boilermakers Local 502

Bricklayers Local 1

District Council of Carpenters
(Jurisdiction of Carpenters Local 131)

Carpet, Linoleum & Soft Tile Layers

Hod Carriers and General Laborers
Intl. Union Local 242

Sheet Metal Workers Local 66

Sprinkler Fitters Local 699

Teamsters Local 174

Roofers Local Union 54

Sign Painters Local 1094

Plumbers & Pipefitters Local Union 32

Elevator Constructors Local 19

Glaziers & Glassworkers Local 188

Ironworkers Local 86

Cement Masons Local 528

Street Pavers, Sewer, Waterman and
Tunnel Workers Intl. Union Local 440

Lathing, Acoustical and Drywall
Systems Local 1144

Operating Engineers Local 302

Painters District Council

Pile Drivers Local 2396

Plasterers Local 77

Inland Boatman's Union

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