

**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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## PROJECT LABOR AGREEMENT

This Roosevelt High School Renovation and Modernization - Project Labor Agreement (*the "Project Agreement"*) or (*"Agreement"*) is entered into this **14th** day of **June 2004**, 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 ROOSEVELT HIGH SCHOOL RENOVATION AND MODERNIZATION PROJECT, located at 1410 NE 66th Street 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 (*"Seattle Public Schools"*) for the construction of the Project located in the Seattle, Washington.

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 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 ("*Seattle Public Schools*") 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 Roosevelt High School 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 prior written notice before 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 , (RHS-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 the greater of (1)Ten **(10%)** of the total

contract labor hours, or (2) Fifteen **(15%)** of the labor hours in Carpentry, Electrical, Heavy Equipment, HVAC, Painting, Plumbing and Sheet Metal trades, 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 RHS-GC/CM Program. Requests for modification of the requirements shall be submitted to the RHS-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, RHS-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 RHS-GC/CM at the pre-construction meeting.

1. Each subcontractor shall provide monthly with the applicable progress payment request to the GC/CM a monthly report of apprentices used that month by craft and trade at each tier and level of work, noted with an ongoing status of the progress towards the originally submitted plan. Additionally, with each progress payment request the subcontractor shall submit to the GC/CM an apprenticeship monthly report for the current or following month of planned apprenticeship hourly participation by trade.
2. The Apprenticeship monthly report shall identify the individual apprentices who participated.
3. The Apprenticeship Program participation requirements shall apply to all change orders and amendments to the contract.
4. All Apprenticeship and Workforce reports are to be in electronic form. The Fields and the types of information requested to be determined mutually between the parties.
5. Bidders are to submit verification that the subcontractor has been notified of the Apprenticeship Program Requirements of this Article.

11.6 The GC/CM contract with owner mandates that a minimum of one new direct-entry apprenticeship opportunity for a current or recent student of the Seattle Public Schools for each \$5 million or direct construction cost be made available. The GC/CM and / or the GC/CM's Subcontractors will be required to provide direct-entry apprenticeship indenturement where applicable with individual trades for these opportunities. The GC/CM will identify these opportunities in an apprenticeship plan to be submitted to the Owner immediately following the construction notice to proceed (NTP) . Each direct entry indentured apprentice shall be employed for a minimum of six (6) months. The GC/CM will select new employees from a pool of pre-qualified applicants prepared and submitted the Owner. Any proposed change to the apprenticeship employment status prior to the six (6) month duration shall be brought to the attention of the GC/CM and the Owner prior to any such change. The labor hours for this direct entry program shall count within the total apprenticeship goals for the RHS-GC/CM Program.

11.7 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 XI through use of craft employees represented by any Union signatory, the GC/CM and its subcontractors shall be allowed to recruit for apprentice candidates from any other source and such apprentice recruits must meet the established applicable state of Washington

apprenticeship standards for entry into the applicable Local Union apprenticeship program. These recruits will have seven (7) days to join the applicable Local Union. The applicable Local Union is required by law to accept these new members.

## **ARTICLE XII PAY-DAY**

- 12.1 In accordance with applicable local collective bargaining agreement.
- 12.2 Lay-off is pay off.

## **ARTICLE XIII CRAFT JURISDICTION AND JURISDICTIONAL DISPUTES ADJUSTMENT**

13.1 The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the Plan) or any successor Plan (Attachment B).

13.2 All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employees, parties to this PLA, 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 PLA.

- (a) Where the work in dispute is not traditional building and construction work, or is claimed by any of the parties to the dispute not to be traditional building and construction work, and a difference exists among the parties as to the appropriate procedure with jurisdiction to resolve the dispute, the dispute will be settled in accordance with the following procedure. If the dispute is not resolved among the parties within seven (7) working days, the dispute shall be referred, within five (5) working days thereafter, by any one of the Unions or the involved Contractor to the International Unions with which the disputing Unions are affiliated. The International Unions and the involved Contractor shall meet promptly to resolve the dispute. Any resolution shall be reduced to writing and signed by representatives of the involved Contractor and the International Unions.
- (b) In the event that the respective International Unions of the disputing Local Unions and the involved Contractor are unable to resolve the dispute within fifteen (15) calendar days from the date of referral, the dispute shall be referred by any of the interested parties to Tom Pagan or a mutually agreed upon successor, who the parties agree shall be the permanent arbitrator under this Article to hear and decide issues arising from the work assignment that is the basis of the dispute. The parties agree that the arbitrator shall, within twenty (20) calendar days of such referral, conduct a hearing and render a determination of the dispute.

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

13.4 Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council prior to the initial commencement of work, and on an as needed basis for projects with multiple phases

and/on start dates. The purpose of this language is to promote communication and provide the parties an opportunity to review the work prior to the start of construction. The GC/CM will be advised in advance of all such conferences and may participate if they wish.

13.5 Any award or resolution made pursuant to this procedure, shall be final and binding on the disputing Unions and the involved Contractor under this PLA only, and may be enforced in any court of competent jurisdiction in accordance with the Plan. Such award or resolution shall not establish a precedent on any construction work not covered by this PLA. In all disputes under this Article, Hoffman shall be considered a party in interest.

## **ARTICLE XIV WORK RULES**

14.1 Employment begins and ends at the jobsite.

14.2 The selection of craft foreman and general foreman shall be in accordance with applicable local collective bargaining agreement.

14.3 Employees shall be at their place of work at the designated starting time and shall remain at their place of work until the designated quitting time. Place of work shall mean gang boxes, change shacks or other designated tool storage areas or at assigned equipment. Employees shall remain on the Project and at their place of work through the work day except during breaks and lunch, at which time employees may access vending areas or snack trucks.

14.4 There shall be no limit on production by workmen nor restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trade and shall work under supervision of craft foremen. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations: provided, however, legitimate manning practices that are a part of national and/or local agreements shall be followed.

14.5 Security procedures for control of tools, equipment and materials are solely the responsibility of the GC/CM and/or its subcontractors. Employees having any company property or property of another employee in their possession without authorization are subject to immediate discharge. The GC/CM will be responsible for the establishment of reasonable job security measures for the protection of personal company and client property.

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

14.7 Specialized equipment may be installed, adjusted, tested and serviced by the Owner's employees, agents, or representatives prior to the occupancy of the Project, provided such installation is in accordance with Washington State prevailing wage laws. 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. Specialized equipment does not include installation of telecommunications cabling and related equipment.

## **ARTICLE XV MISCELLANEOUS PROVISIONS**

15.1 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 GC/CM by persons of their choice.

15.2 The Owner, or GC/CM 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.

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

15.4 All foremen and superintendents shall have the authority and responsibility to terminate any construction employee working under their supervision who fails to satisfactorily, competently and diligently perform his assigned duties.

15.5 Subject to the grievance procedure of the applicable local collective bargaining agreement the applicable contractor who is the employer shall have the right to terminate any construction employee who in its opinion fails to satisfactorily, competently, professionally and diligently perform his assigned work, and to refuse to rehire such individual. Each termination slip shall show reason for discharge.

15.6 All employees shall be subject to substance screening and testing procedures set forth within the Project's developed safety and insurance programs and substance screening program (*Article XXIV*), Any employee 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 and/or removal from the project.

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

15.8 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 XVI SAFETY, HEALTH AND SANITATION**

16.1 The GC/CM, the GC/CM's subcontractors and their respective employees shall comply with all applicable provisions of State and Federal laws and regulations including the Occupational Safety and Health Act of 1970 as amended, relating to job safety and safe working, practices.

16.2 The GC/CM or its subcontractors shall provide a convenient and sanitary supply of drinking water, cooled in the summer months, and sanitary drinking cups.

16.3 The GC/CM or its subcontractors shall provide adequate sanitary toilet facilities, water and clean up facilities for the employees.

16.4 The GC/CM or its subcontractors shall provide a safe place for storage of tools and facilities ventilated and heated for changing clothes.

16.5 Violators of the ROOSEVELT HIGH SCHOOL PROJECT SAFETY PROGRAM will be subject to termination for cause with the same conditions for rehire as established in Article IX.

16.6 All required safety equipment shall be provided by the GC/CM or its subcontractors.

**ARTICLE XVII  
PROTECTION OF PERSONAL PROPERTY**

17.1 The protection of personal property shall be in accordance with the applicable local agreement of the employing contractor/subcontractor.

**ARTICLE XVIII  
NO STRIKE - NO LOCKOUT**

18.1 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.

18.2 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.

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

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

18.5 There shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity affecting the Project site during the duration of this PLA. 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 of this Article.

18.6 In Lieu of, or in addition to, any other action at law or equity, any party may institute the following procedure when a breach of this Article is alleged, after the Union(s) or Local Union(s) has been notified of the fact.

- (a) The party invoking this procedure shall notify Michael Beck, 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 an 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 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 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 has in fact occurred. The award shall be issued in writing within three (3) hours after the end of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of the award. The Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.
- (e) Such award may be enforced by any court of competent jurisdiction upon the filing of this PLA 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 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 13.6 d above, the party or parties found to be in violation shall pay as liquidated damages the following amounts: For the first shift in which the violation occurred, \$10,000; for the second shift, \$15,000; for the third shift, \$20,000; for each shift thereafter on which the craft has not returned to work, \$25,000 per shift. The Arbitrator shall determine whether the specific damages in this Section shall be paid to Hoffman or the affected Contractor. The Arbitrator shall retain jurisdiction to determine compliance with this Section and Article.

18.7 The procedures contained in Section 18.6 through 18.6 (h) shall be applicable to violations of this Article. Disputes alleging violation of any other provision of this PLA, including any underlying disputes alleged to be in justification, explanation or mitigation of any violation of this Article, shall be resolved under the grievance adjudication procedures of Article 20 Grievance Procedure.

18.8 Hoffman is a party of interest in all proceedings arising under this Article and Articles 13 and 20 and shall be sent copies of all notifications required under these Articles and, at its option, may initiate or participate as a

full party in any proceeding initiated under this Article.

## **ARTICLE XIX UNION SECURITY**

19.1 Per applicable local collective bargaining agreement.

## **ARTICLE XX GRIEVANCE PROCEDURE**

20.1 This PLA 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.

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

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

(a) Step 1

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

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

(b) Step 2

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

(c) Step 3

If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to either Michael Beck, Kenneth McCaffree or Gary Axon the mutually agreed upon Arbitrators for this Article. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor(s) and the involved Local Union(s).

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

20.4 The GC/CM 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 XXI GENERAL SAVINGS CLAUSE**

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

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 applications of such article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

#### **ARTICLE XXII TERMS OF AGREEMENT**

22.1 This Project Labor Agreement shall become **effective on, 2004** and shall continue only until the Project is completed or abandoned by the Owner, or by the GC/CM for the Project.

#### **ARTICLE XXIII WAGE SCALES AND FRINGE BENEFITS**

23.1 In consideration of the desire of the GC/CM, 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:

23.2 The wage rates to be paid all laborers, workers and mechanics who perform any part of this Contract shall be in accordance with the applicable local craft labor agreement as identified in SCHEDULE "A" herein, and as required by Chapter 39.12 of the Revised Code of Washington, as amended, not less than the prevailing wage rates as specified in Article 23.3 herein. This requirement applies to laborers, workers and mechanics,

whether they are employed by the GC/CM, subcontractors, sub-subcontractors, or any other person who performs a portion of the work contemplated by this Agreement and who is covered by the terms hereof.

23.3 The current King County, Washington state prevailing wage rates (*PWR*) for the inception of this project are **dated March 3, 2004**. Such KING COUNTY, WASHINGTON PWR which have been provided to the parties hereto by the industrial statistician of the Washington State Department of Labor and Industries will be available for review at the L&I website at: <http://www.lni.wa.gov/prevailingwage/> and are incorporated into this Agreement as if set forth herein.

23.4 In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives the matter shall be referred for arbitration to the DIRECTOR OF THE DEPARTMENT OF LABOR AND INDUSTRIES of the State of Washington, and the Directors decision therein shall be final and conclusive and binding on all parties involved in the dispute, as provided for by Section 39.12.060 of the Revised Code of Washington as amended.

23.5 Those provisions for fringe benefit bonds in the respective applicable local collective bargaining agreement shall be applicable to this PLA.

#### **ARTICLE XXIV DRUG FREE WORKPLACE**

24.1 The parties to this Agreement agree to implement a Drug Free Workplace Policy and Program for the duration of this Agreement. Such policy will be administered in accordance with the provisions of the ALCOHOL AND DRUG POLICY included as **ADDENDUM'S** to this Project Labor Agreement as identified in the TABLE ON CONTENTS herein.

*In witness whereof, the parties have caused this Project Labor Agreement for the ROOSEVELT HIGH SCHOOL RENOVATION AND MODERNIZATION PROJECT, SEATTLE, WA to be executed and effective as of the day and year first above written:*

**FOR THE GC/CM - HOFFMAN CONSTRUCTION COMPANY OF WASHINGTON**

\_\_\_\_\_  
Thomas G. Peterson, *Vice President*

**FOR THE UNION:**

\_\_\_\_\_  
Seattle/King County Building & Construction Trades Council, Peter Coates

\_\_\_\_\_  
Plumbers & Pipefitters Local #32, Jim Moss

\_\_\_\_\_  
Asbestos Workers Local #7, Ted Boskovich, Jr.

\_\_\_\_\_  
Roofers Local #54, Bill Kemble

\_\_\_\_\_  
Boilermakers Local #502, Ed Eixenberger

\_\_\_\_\_  
Sheet Metal Workers Local #66, Charles F. Mulcahy

\_\_\_\_\_  
Bricklayers & Allied Crafts Local #1, Dennis Becker

\_\_\_\_\_  
Sprinkler Fitters, Local #699, Mike Dahl

\_\_\_\_\_  
Pacific Northwest Regional Council of Carpenters, John Steffens

\_\_\_\_\_  
Teamsters Local #174, Dan Scott

\_\_\_\_\_  
Cement Masons Local #528 Roger Bettermann

\_\_\_\_\_  
IBEW Local #46, Gary Price

\_\_\_\_\_  
**FOR THE SUBCONTRACTOR** - (Signature)

\_\_\_\_\_  
Elevator Constructors Local #19, Jim Bender

\_\_\_\_\_  
**PRINTED NAME OF PERSON EXECUTING** (Date Executed)

\_\_\_\_\_  
Ironworkers Local #86, Steve Pendergrass

\_\_\_\_\_  
**NAME OF SUBCONTRACTOR:**

\_\_\_\_\_  
Laborers Local #242, Kevin Cimmery

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
Laborers Local #440, Kim Williams

\_\_\_\_\_  
**City**

\_\_\_\_\_  
Operating Engineers Local #302, Allan Darr

\_\_\_\_\_  
**State**

\_\_\_\_\_  
**Zip Code**

\_\_\_\_\_  
Painters District Council #5, Mike Ball

\_\_\_\_\_  
**Office Phone ( ) Fax ( )**

\_\_\_\_\_  
**WA CONTRACTORS LICENSE No.**

