

**Stadium and Exhibition Center Project
Labor Agreement**

This Stadium and Exhibition Center Project Labor Agreement (the "Project Agreement") or ("Agreement") is entered into this 9th day of December, 1998, by and between First & Goal, Inc., a Washington corporation ("FGI"), Turner Construction Company and the Seattle/King County Building and Construction Trades Council ("Unions").

**ARTICLE I
RECITALS/PURPOSES**

1.1 Football Northwest, Inc. held an option to purchase the assets of the Seattle Seahawks, including the National Football League franchise, and exercised that option after Washington state voters approved Referendum 48 (the "Legislation") on June 17, 1997, Football Northwest, Inc.'s affiliate, FGI (the "Developer"), intends to negotiate with and enter into a development agreement with the Public Stadium Authority (the "PSA" or "Owner") established pursuant to the Legislation, to construct a stadium and exhibition center (the "Project") as defined in the Legislation. If the Developer executes such a development agreement with the PSA, the Developer agrees to require the general contractor retained to manage and subcontract the construction of the Project (the "Employer") to agree to the terms hereof. If the Developer acts as its own general contractor, it shall be bound by the obligations and restrictions herein insofar as they pertain to the "Employer".

1.2 The purpose of this Project Agreement is to insure that all the Employer's 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 Employer or the Employer's subcontractors at any tier level, and the Unions, or their members, to the end that the Owner, Developer, Employer 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 Employer at every tier level.

1.3 This Agreement shall apply to all on-site construction work on the new Public Stadium Authority (PSA) Project, located in Seattle, Washington.

1.4 This Agreement shall be subordinate to any and all stipulated requirements in the Legislation and other relevant statutes enabling funding for financing of the Project, including applicable provisions within the executed development agreement with the Developer and the PSA.

1.5 The Project Agreement shall apply only if the Project is constructed in King County, Washington. If for any reason the Project is constructed in a county other than King County,

then the Project Agreement, shall be re-negotiated in good faith by the parties, with the objective of executing an equivalent agreement that takes into account the new location.

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, except such non-union employers and employees as are permitted pursuant to this Agreement.

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 Project located at 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, Developer or their tenants during the course of the Project.
- b. Furniture, fixture and equipment installers retained by the Owner, Developer or their tenants for work to be performed after the contract completion date.
- c. Employers and Employees controlled and operated by the PSA or the Developer (if the Developer is not acting as Employer).
- 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, or by Burlington Northern Railroad, or their contractor, 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.

3.2 A contractor or subcontractor who makes fabrication, preparation or delivery of the following materials: sand, gravel, crushed rock, concrete redi-mix, or asphalt, produced for

incorporation into the work specifically for this Project, shall be party to this Agreement. A contractor or subcontractor who makes delivery of equipment and who does any work on the Project beyond the delivery, repair, maintenance or replacement of such equipment shall be party to this agreement. Delivery of materials or products 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 other work on the Project.

3.3 None of the provisions of this Project Agreement shall apply to the PSA or the Developer (unless the Developer is acting as Employer) and nothing contained herein shall be construed to prohibit or restrict the PSA, the Developer (unless the Developer is acting as Employer) 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 Developer or Employer and accepted by the PSA, the Agreement shall not have further force or effect on such items or areas, except when the Developer and/or Employer are directed by the PSA to engage in repairs, modifications, check-out and/or warranty functions required by their contract(s).

3.4 The PSA, Developer 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 that, except as provided under Article IX such bidder shall be willing, ready and able to execute and comply with this Project Agreement, should it be designated the successful bidder.

3.5 The provisions of this Project 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 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, 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 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 from the largest subcontractor force for each craft type, one (1) working journeyman as Steward for all related craft personnel, who shall be recognized as the Union's representative for a signator 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/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 the Project shall be permitted on the Project site at all times. They shall not be subjected to discrimination or discharge on account of proper union activities. The Unions agree that such activities shall not unreasonably interfere with the Steward's work for the 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 craft which he/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 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.

4.6 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.

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

4.8 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 Employer retains full and exclusive authority for the management of its operations. The Employer shall direct his working forces at his 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 PSA, the Developer and the Employer may, in its sole discretion, utilize the most efficient method or techniques of construction, tools, or other labor-saving devices. 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 limitation or restriction upon the PSA's, the Developer's or 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-casts, pre-fabricated, pre-finished, or pre-assembled materials, tools, or other labor-saving devices. The PSA, the Developer and 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 generally performed by the craft having jurisdiction over such work: provide, 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 Articles IX and XL, 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 PSA or its consultants or tenants or to the Developer unless the Developer is acting as the Employer.

ARTICLE VII PRE-JOB CONFERENCES

The Employer and the 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 designated Labor Relations Manager. The Employer further agrees that the Employer's Labor Relations Manager will attend and act as co-chairman 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 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 PSA's designated Labor Representative [the Developer's representative?], 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 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 Employer or its subcontractors. Additionally, the Unions agree to notify the contractor's labor relations manager upon discovery of a potential violation of this Agreement. They shall also bring up any practice by an Employer or its subcontractors which in their opinion might lead to a misunderstanding or dispute between the parties. PSA, Employer and Employer'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 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 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 any party to the Agreement.

ARTICLE IX HIRING PROCEDURES-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. 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 Employer 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 Employer 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. The applicable Local Union is required by law to accept these new members.

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 general contractor, small subcontractor, and applicable trade union management.

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, and 3:30 p.m. to 12:00 a.m. for second 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 Employer to comply with all applicable noise limitation requirements and obligations of the PSA. [When conditions warrant a later start of the shifts, the first shift may be from 7:30 a. m. to 4:00 p.m. and the second shift may be from 4:00 p. m. to 12:30 a. m., with one-half hour unpaid lunch period, by mutual agreement between the PSA, the Employer and the Unions]. Work hours shall be uniform for all crafts. Make up days due to inclement weather or equipment breakdown will be with prior PSA and Employer approval and per applicable local collective bargaining agreements.

10.2 Shifts. First and second shifts shall be considered standard work day. 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.

10.3 Overtime. Overtime shall be 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 follows 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 under a local collective bargaining agreement. If employees are required to work on a holiday, they shall receive the appropriate overtime rate.

10.5 IF 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 Project Security. 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 bargaining collective bargaining agreements.

ARTICLE XI APPRENTICESHIP PROGRAM

11.1 The Employer and its subcontractors shall implement a Project Apprenticeship Program to meet the requirements established by the TCCO/FGI 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 Employer and its subcontractors shall commit to meet the project apprenticeship participation requirements of 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, working 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 TCCO/FGI Program. Request for modification of the requirements shall be submitted to TCCO/FGI. Each request shall include written documentation of affirmative efforts to use SAC-registered apprentices such as copies of the letters from the contractors to the union local and responses from the Union locals stating reasons for not providing labor requested, TCCO/FGI will promptly respond to the contractor in writing with a decision.

11.5 During the initial construction planning period, the contractor shall prepare and submit a plan for SAC-registered apprentice's participation. The contractor shall estimate the total contract labor hours to establish the framework for apprenticeship participation to be submitted to TCCO/FGI at the pre-construction meeting.

- First year apprentices Who are Minorities and women will perform at least:
 - a. 20% of the apprentice work hours performed by apprentices from five-year apprenticeship programs.

- b. 25% of the apprentice work hours performed by apprentices from four-year apprenticeship programs.
- c. 30% of the apprentice work hours performed by apprentices from three-year apprenticeship programs.
- d. 50% of the apprentice work hours performed by apprentices from two-year apprenticeship programs.
 - 1. Each employer and its subcontractors shall provide monthly to the Employer Representative a monthly report of apprentices used by craft and trade at each tier and level of work. With each progress payment the contractor shall submit an apprenticeship monthly report from the following month of 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 (TBD).
 - 5. The bidder is to submit verification that the subcontractor has been notified of the Apprenticeship Program Requirements.

To the extent the Employer and its subcontractors, despite reasonable efforts, are unable meet the objectives and requirements set forth in this Article IX through use of craft employees represented by any Union signatory, the Employer 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. 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 JURISDICTIONAL AND
JURISDICTIONAL DISPUTES ADJUSTMENT**

It is the desire of the parties hereto to provide, establish and put into practice effective methods for the settlement of jurisdictional misunderstanding 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.

The Employer or any of its subcontractors, at whatever tier, who is performing construction work at the site of the Project shall comply fully with this article.

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 Trades geographical jurisdiction. The Employer will then assign the work accordingly.

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 (2) 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 immediately make the interested Unions aware of this specific item of work and allow the Unions at least two (2) 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 ongoing jurisdictional claims.

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 through latest amendment in effect at the time of this Agreement.

In any event, there will be no strike, lockouts, work stoppages or slowdowns or other interferences with the work because of jurisdictional disputes.

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 disputes 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 without consequence of retroactive pay or penalty of any form.

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 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, 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 Employer 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 employer will be responsible for the establishment of reasonable 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 or Developer's employees, agents, or representatives prior to the occupancy of the Project.

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, Developer or Employer by persons of their choice.

15.2 The Owner, Developer 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.

15.3 The Owner and the Developer 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 or Developer, who shall work under the direct supervision of the Owner or the Developer, 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 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.

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 Employer, the Employer'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 Employer 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 Employer or its subcontractors shall provide adequate sanitary toilet facilities, water and clean up facilities for the employees.

16.4 The Employer 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 Washington State Football/Soccer Stadium and Exhibition Center 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 Employer or its subcontractors.

ARTICLE XVII PROTECTION OF PERSONAL PROPERTY

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

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 which it has no responsibility. The International Union, General Presidents 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 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 right in any instances 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 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 18.6.

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) 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 shall appoint his 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 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 IX 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 18.6 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 18.6.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 18.3 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) per shift for each shift thereafter on which the trade has not returned to work. The Arbitrator shall retain jurisdiction to determine compliance with this section and Section IX of this Article.

18.7 The procedures contained in Sections 18.6 through 18.6h, shall be applicable to alleged violations of this Article and Article IX. Disputes alleging violation of any other provision of this Agreement, 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 XX.

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

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 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 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.

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 PSA, the Developer, or by the general contractor ("Employer") 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 in accordance with the applicable local agreement and 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 Employer, 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.

23.2 The current prevailing wage rates as provided to the PSA by the industrial statistician of the Washington State Department of Labor and Industries will be available for review at the PSA's offices 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 39.12.060 of the Revised Code of Washington, as amended.

**ARTICLE XXIV
DRUG FREE WORKPLACE**

The parties to this Agreement agree to implement a Drug Free Workplace Policy and Program for the duration of this Agreement, such Program to include a Third Party Administrator (TPA), and Employee Assistance Program (EAP), and an initial test and annual retest "Clean Card" program all in accordance with SAMHSA* certification and mutually agreed Policy and Program requirements.

*Substance Abuse and Mental Health Service Administration (Washington, D.C.)

**WASHINGTON STATE FOOTBALL/SOCCER
STADIUM & EXHIBIT CENTER
PROJECT LABOR AGREEMENT**

Owner: Public Stadium Authority

Developer: First & Goal, Inc.

Phil Kushlan, Executive Director

Ray Colliver, Project Manager

Seattle/King County Building
and Construction Trades Council

General Contractor:
Turner Construction Company

, Executive Secretary

Phil Lovell, V.P./Operations Manager

SIGNATORY UNIONS

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

Intl. Brotherhood of Electrical
Workers Local 46

Boilermakers Local 502

Elevator Constructors Local 19

Bricklayers Local 1

Glaziers & Glassworkers Local 188

Pacific Northwest District Council

Iron Workers Local 86

Carpet, Linoleum & Soft Tile Layers
Local 1238

Cement Masons Local 528

Hod Carriers and General Laborers Intl.
Union Local 242

Street Pavers, Sewers, Watermain and
Tunnel Workers Intl. Union Local 440

Sheet Metal Workers Local 66

Sprinkler Fitters Local 699

Operating Engineers Local 302

Teamsters Local 174

Painters District Council

Roofers Local Union 54

Sign Painters Local 1094

Plasterers Local 77

Plumbers & Pipefitters Local 32

Signature

Name

Representative

Signature

Signature

Name

Name

Representative

Representative

opeiu8/afl-cio

