

COMMUNITY WORKFORCE AGREEMENT (ARENA AT SEATTLE CENTER)

by and among

OAK VIEW GROUP, LLC,
a Delaware limited liability company,

SEATTLE KING COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL,

and

NORTHWEST NATIONAL CONSTRUCTION ALLIANCE II

dated October 19, 2018

TABLE OF CONTENTS

| | Page |
|---|------|
| PURPOSE..... | 3 |
| ARTICLE I SCOPE OF AGREEMENT | 5 |
| ARTICLE II PROJECT CONDITIONS | 6 |
| ARTICLE III WAGE RATES AND FRINGE BENEFITS | 7 |
| ARTICLE IV HOURS OF WORK, OVERTIME AND SHIFTS..... | 8 |
| ARTICLE V UNION RECOGNITION..... | 9 |
| ARTICLE VI MANAGEMENT'S RIGHTS | 10 |
| ARTICLE VII WORK STOPPAGES AND LOCKOUTS | 12 |
| ARTICLE VIII DISPUTES AND GRIEVANCES..... | 12 |
| ARTICLE IX JURISDICTIONAL DISPUTES | 14 |
| ARTICLE X SUBCONTRACTING | 14 |
| ARTICLE XI CORE WORKERS..... | 15 |
| ARTICLE XII EMPLOYMENT DIVERSITY..... | 16 |
| ARTICLE XIII APPRENTICESHIP UTILIZATION | 16 |
| ARTICLE XIV VETERAN EMPLOYMENT..... | 17 |
| ARTICLE XV PREFERRED ENTRY | 17 |
| ARTICLE XVI TERM | 18 |
| ARTICLE XVII GENERAL PROVISIONS | 19 |
| ATTACHMENT A Letter of Assent | |
| ATTACHMENT B Economically Distressed Zip Codes | |
| ATTACHMENT C Pre-Job Package and Pre-Job Waiver Forms | |

COMMUNITY WORKFORCE AGREEMENT (ARENA AT SEATTLE CENTER)

This COMMUNITY WORKFORCE AGREEMENT (ARENA AT SEATTLE CENTER) ("CWA" or "Agreement") is entered into as of _____, 2018 (the "Effective Date"), by and among OAK VIEW GROUP, LLC, a Delaware limited liability company (hereafter referred to as "OVG"), on the one hand, and SEATTLE KING COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL and NORTHWEST NATIONAL CONSTRUCTION ALLIANCE II, on the other hand, acting on their own behalf and on behalf of their respective affiliates and members whose names are subscribed hereto and who have, through their duly authorized officers (hereafter referred to collectively as "Unions") executed this Agreement. OVG and the Unions are the signatory parties to this Agreement (the "Parties").

All construction contractors and subcontractors of whatever tier engaged in construction work for the Arena Project (defined below) that is the subject of this Agreement shall sign a letter of assent (see Attachment A) and are bound by this Agreement as a condition of performing work on the Arena Project. Such contractors shall be hereafter referred to as "Contractors." When the Agreement refers to only the prime contractor, the term "Prime Contractor" will be used alone, which includes primes that serve as a GC/CM, a design-builder, a general, or a prime.

This CWA meets the intent and obligations set forth in that certain Memorandum of Understanding (Arena at Seattle Center) ("MOU") by and between OVG and the City of Seattle ("City"), dated December 6, 2017, which requires OVG to enter into an agreement based on the City's April 8, 2015 CWA and consistent with the terms required in City construction contracts under Seattle Municipal Code ("SMC") Chapter 20.37, which directs a priority hire program and an agreement executed between the Director and Labor Unions that represent workers who typically perform on City public works projects. In the MOU, OVG committed to enter into an agreement with the same terms as included in the City CWA and in its Priority Hire program under SMC Chapter 20.37.

This CWA covers OVG's project to renovate the arena at Seattle Center ("Arena Project"), which is estimated to cost approximately \$600 million dollars. Although the Arena Project is a privately developed and financed project, it will be constructed on City of Seattle property under a lease agreement and a development agreement between the City and OVG. Pursuant to the MOU, OVG agrees that the Director, or the Director's designee, of City Purchasing and Contracting Services for the Department of Finance and Administrative Services (hereinafter referred to as "Director") will be the third-party administrator of this CWA, as more particularly set forth in the Development Agreement.

PURPOSE

The parties to this CWA, and Contractors who assent to work under this CWA, acknowledge that social equity, workforce diversity, development of local workers for

construction careers, as well as the timely completion of projects without delay, with skilled workers and agreed-upon procedures, is of benefit to the City. The Arena Project is important to the residents of Seattle and protects critical City property. This CWA enhances cooperative efforts towards those principles. This CWA is intended to establish a spirit of harmony, peace, and stability between labor and management, to support timely construction of the Arena Project.

Timely construction of the Arena Project requires substantial numbers of workers from construction and supporting crafts possessing skills and qualifications vital to its completion. This CWA supports training and dispatch of local craft workers to construct the Arena Project.

This CWA seeks to stabilize wages, hours, and working conditions for craft workers, to ensure workers on the Arena Project have the same working conditions, and encourages close cooperation between OVG, Unions, and Contractors, for a satisfactory, continuous, and harmonious relationship between all involved on the Arena Project.

The Parties, and Contractors who assent to this CWA, agree to abide by the terms and conditions in this CWA. This CWA establishes effective and binding methods for settlement of misunderstandings, disputes, or grievances that may arise related to labor relations on the Arena Project. Such issues will follow the appropriate procedures described by this CWA in ARTICLE VIII (Disputes and Grievances) and ARTICLE IX (Jurisdictional Disputes). Unions agree to not engage in any strike, slow-down, or interruption or other disruption or interference with the work covered by this CWA. Contractors agree to not engage in any lockout.

This CWA supports SMC Chapter 20.42, to promote and ensure access for women and people of color to meaningful work on City projects. This CWA also supports all Contractor efforts and obligations to utilize women- and minority-owned firms, as established under Arena Project contracts between OVG and the Contractor. Nothing in this CWA shall minimize or relieve the Contractor from such contractual obligations.

This CWA supports development of a skilled construction workforce. This CWA supports hire of pre-apprentice graduates and apprentices in Washington State Apprenticeship and Training Council ("WSATC") registered training programs, particularly women, people of color, and other individuals facing significant employment barriers. Prime Contractor will ensure apprentices perform the rate of utilization that is directed in the contract for the Arena Project. Such required utilization shall never be less than 15% and will not exceed 20% of all craft project labor hours. The Prime Contractor shall also ensure that it attains the required placement for pre-apprenticeship program graduates (from qualified Apprenticeship and Pre-Apprentice programs as defined within this CWA).

The local region has economically distressed areas with high unemployment and low incomes, as defined in SMC Chapter 20.37. This CWA instructs dispatch of workers

from such economically distressed ZIP codes (see Attachment B) in a manner that will achieve the requirements established by the City within each project contract, for the share of hours that will be performed by workers from such distressed areas.

This CWA seeks to support dispatch of workers to achieve the aspirational goals for hiring of women and people of color, as established by the contract for the Arena Project.

ARTICLE I SCOPE OF AGREEMENT

Section 1. This CWA applies and is limited to the Arena Project and covers work performed by Contractors of every tier, also called project work, including site preparation and dedicated off site work.

Contractors of every tier who perform project work must agree to accept and be bound by all CWA terms and conditions, and sign a Letter of Assent (Attachment A) before commencing work. The Prime Contractor shall assure all sub-tier contractors who perform project work will comply with this CWA.

If the CWA is silent on any issue, the local Collective Bargaining Agreement(s) that are currently in force at the time such issue emerges shall prevail; where there is a conflict, the terms and conditions of this Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of the following Articles in this CWA, which shall apply to all work on the Arena Project: ARTICLE VII (Work Stoppages and Lockouts), ARTICLE VIII (Disputes and Grievances), and ARTICLE IX (Jurisdictional Disputes).

This is a self-contained, stand-alone Agreement in that Contractors are not obligated to sign any other local, area, or national agreement.

This Agreement contains attachments which may be updated from time to time. Updates to Attachment A (Letter of Assent) and Attachment C (Pre-Job Package and Pre-Job Waiver Forms) shall be reviewed and mutually agreed upon by the Joint Administrative Committee and the City.

Section 2. Nothing herein shall prohibit, restrict or interfere with any operation, work, or function that may occur at Arena Project site or associated with the Arena Project.

Section 3. This CWA is binding on the signatory parties hereto and Contractors who sign a letter of assent; it does not apply to their parents, affiliates, or subsidiaries.

Section 4. OVG has the absolute right to award responsive and responsible bidders and proposers for project contracts without reference to the existence of any agreements between such bidder/proposer and any party to this Agreement; provided that such bidder/proposer is willing, ready, and able to sign a letter of assent to comply with this Agreement, should the bidder/proposer be designated the successful bidder.

Section 5. All contracts for the construction of the Arena Project shall require the payment of wages at the prevailing rates established by the Washington State Department of Labor and Industries per the Washington State Prevailing Wage Statute (RCW Chapter 39.12) for the specific categories of work performed ("Prevailing Rates"), and any work in these categories will be subject to the CWA. All contracts shall further require that Contractors recognize all increases to wages and fringe benefits on the effective date(s) in the individual craft local collective bargaining agreement.

Section 6. This CWA does not apply to City or OVG workers, and nothing herein shall prohibit or restrict OVG workers from performing project work. Once work or portions of work on the Arena Project is completed and accepted by OVG, the Agreement will have no further force or effect on such work, except when the Contractors are directed by the Prime Contractor or OVG to engage in repairs, modifications, check-out, and written warranty by the manufacturer.

Section 7. The liability of any Contractor and the liability of the separate unions under this Agreement shall be several and not joint. The Unions agree this Agreement does not have the effect of creating any joint employer status between or among OVG and any Contractor.

Section 8. In the event that OVG sells or otherwise transfers or assigns its interest in the Arena Project to another entity (a "Successor"), OVG shall require as part of that sale and/or transfer that the Successor expressly agree in writing to assume all rights, benefits, duties and obligations under this Agreement. OVG shall notify Unions in writing at least thirty (30) days in advance of any such sale and/or transfer and shall provide proof to the Unions of compliance with the requirements under this Section. Upon compliance with the provisions in this Section, OVG shall be relieved of all of its obligations under and pursuant to this Agreement which occur or accrue following the effective date of the assignment to Assignee.

ARTICLE II PROJECT CONDITIONS

Section 1. Workers shall be at their place of work at the designated starting time and shall remain during working hours until their designated quitting time. As practicable given OVG contract requirements for the Arena Project, parking will be available to workers within a three (3) block radius of the Arena Project, at a location designated by the Prime Contractor. If Prime Contractor determines dedicated parking is not possible, then the Prime Contractor will provide transportation to and from a designated parking location that the Prime Contractor provides, and the Arena Project worksite; in such

situations, workers shall leave their place of work 15 minutes before end of shift for travel. Transportation to such a designated parking location shall be available to the workers throughout each scheduled work day. In lieu of compensated time for travel to designated parking, the Prime Contractor may elect to pay each worker for their parking costs, at an amount negotiated between the Seattle Building and Construction Trades Council and the Prime Contractor.

Section 2. In accordance with the requirements of the Occupational Safety and Health Act as amended; the provisions of the Washington Industrial Safety and Health Act (WISHA), as amended; the requirements of Title 296 WAC, Department of Labor and Industries, this CWA, as well as the Arena Project construction contract, it shall be the exclusive responsibility of the Contractor to ensure the safety and health of its workers and worker compliance with any and all such safety rules mentioned above and as otherwise established by the Contractor or OVG through any additional instruction. Contractors will provide a copy of the Contractor's safety rules at the pre-job conference. The Contractor is responsible for providing and maintaining personal protective equipment (PPE) per WAC 296, and the expectation for appropriate replacements schedules of such PPE may also be subject to pre-job discussion by the Union with the Contractor. Safety rules shall be posted at the job site and shall be uniformly enforced.

Section 3. Should a Contractor seek to change any safety rule during the course of a project, such proposed changes shall be discussed at Joint Administrative Committee meetings prior to implementation.

ARTICLE III WAGE RATES AND FRINGE BENEFITS

Section 1. Contractors of every tier shall adhere to the Prevailing Rates for all craft workers, in effect at the time their respective contracts are executed. Contractors of every tier will further recognize all increases to wages and fringe benefits on the effective date(s) in the individual craft local collective bargaining agreement. The third-party administrator will use WA State Labor and Industries job classification determinations for monitoring and compliance efforts throughout the life of the project. Jurisdictional disputes regarding these job classification determinations will be handled according to Article IX Jurisdictional Issues. Such wage increases shall be made effective the first full payroll period following the effective date. Wages shall be paid weekly on an established payday before quitting time. Workers who quit shall be paid on the next regular pay day by mail to their last known address unless such workers give adequate notice to do otherwise. Any worker who is discharged or laid off shall be entitled to receive all accrued wages immediately upon the effective date of discharge or layoff. Notification of layoff shall be at the Contractor's discretion, but shall not be given later than the end of the work shift on the date the layoff is to be effective. A penalty for a delinquent paycheck shall be paid, in addition to all wages due to the worker, according to the applicable craft's CBA.

Section 2. The workweek for payroll purposes will begin with the first day shift on Monday morning and end on the following Monday morning (the workweek for any particular project may be modified by mutual consent). The Contractor will have the following options of making payment at the election of the employee in writing at the time of hire or with ten (10) business days' notice of a change: 1) negotiable check by a local bank, paid prior to quitting time at the job site; 2) direct deposit, into worker's bank account; or 3) by mail. If paid by mail, the check shall be postmarked no later than two (2) business days prior to the established payday.

Section 3. The Contractor will furnish appropriate trust documents and signed letters of assent, to the Union that is covering the funds into which contributions shall be made. The Contractor will contribute to, and hereby becomes party to and is bound by bona fide pension, vacation, health and welfare, apprenticeship and training funds covering workers under this Agreement.

Section 4. If contribution payments for hours worked each month as defined above are not received by the Health and Welfare Fund office or Pension Fund office within the date prescribed by the appropriate trust funds, the Fund will make every effort to resolve the delinquency with the Contractor and will notify the Contractor, Prime Contractor (if different), and OVG of such delinquency with all documentary evidence of the delinquency endorsed by the Fund.

ARTICLE IV HOURS OF WORK, OVERTIME AND SHIFTS

Section 1. Hours of Work (Section 2 below) and Shifts (Section 4 below) may be preempted by the Arena Project contract and/or OVG through instruction to the Contractor, based on unforeseen project needs, provided adequate notice is given to the Unions.

Section 2. Hours of Work: The standard workday shall consist of eight (8) hours of work scheduled between 7 a.m. and 7 p.m., with one-half hour designated as an unpaid period for lunch. The starting time may be different (staggered) on a crew basis. The standard workweek shall be five (5) days of work, Monday through Friday. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week.

Section 3. Overtime: All hours worked in excess of eight (8) hours per day, or forty (40) hours per week of straight time, or outside of regular shift, Monday through Friday and Saturday, shall be paid in accordance with the Prevailing Rate. There shall be no pyramiding of overtime pay. Holidays include:

1. New Year's Day (January 1)
2. Dr. Martin Luther King, Jr. Birthday (Third Monday of January)
3. Presidents Day (Third Monday of February)
4. Memorial Day (Last Monday of May)
5. Fourth of July

6. Labor Day (First Monday of September)
7. Veteran's Day (Eleventh Day of November)
8. Thanksgiving (Fourth Thursday of November)
9. Post-Thanksgiving Friday (Friday immediately following Thanksgiving Day)
10. Christmas (December 25)

Section 4. Shifts: All shift work shall refer to the applicable local collective bargaining agreement.

Section 5. Meal Period: Workers shall not be required to work more than five hours from the start of the shift without at least one-half hour unpaid uninterrupted break for lunch. This lunch period shall not begin earlier than three and one-half hours after the start of the shift. In the event that the Contractor establishes a ten-hour shift, the meal periods shall be at mid-shift. The worker meal periods may be staggered on an individual basis.

- (a) If a craft worker is required to work more than five hours before breaking for lunch, they shall be paid one-half hour at the applicable overtime rate and shall eat their lunch on company time.
- (b) An additional hour of overtime pay shall be provided in lieu of lunch.
- (c) Craft workers required to work more than two hours after the end of an eight hour shift and one hour after an ten hour shift shall be furnished a meal and paid one-half hour at the applicable wage rate and every five hours thereafter a craft worker shall be given time for a meal. Mealtime shall be paid at the applicable overtime rate and adequate lunch shall be provided by the Contractor at the job site.
- (d) An additional hour of overtime pay shall be provided in lieu of a second lunch.

Section 6. Rest Facilities: Adequate sanitary and restroom facilities will be provided at the work location to allow workers to wash-up before and after their meal. The Contractor shall furnish warm, dry, lighted rooms of ample size equipped with heat for drying clothes and with benches and tables for use during meal periods. These are to be situated close to the site of the work and shall not be used for storage of materials or equipment.

Section 7. Reporting to Work Pay: Any worker who reports for work (except when given notification not to report to work 2 hours prior to shift), and for whom no work is provided, shall receive two (2) hours pay. Any worker who reports for work and for

whom work is provided, shall be paid for actual time worked but not less than four (4) hours. If the job is shut down because of adverse conditions that prevent work and are beyond the control of the Contractor, workers shall be paid for actual time worked but not less than two (2) hours. Procedures for the Contractor to use to cancel work shall be agreed upon at the pre-job conference.

ARTICLE V UNION RECOGNITION

Section 1. The Contractor(s) recognize the signatory Unions as the sole and exclusive bargaining representatives for all craft workers within their respective jurisdictions, who are working on the Arena Project within the scope of this CWA.

Section 2. All workers covered by this CWA who are members of a Union signatory to this CWA and working for a Contractor signatory to a collective bargaining agreement other than this CWA, shall remain members in said Union during the Arena Project.

Section 3. No worker shall be required to become a member of a Union to be eligible for employment under this CWA. No Contractor shall be required to become affiliated with the Union to be eligible for work under this CWA. All workers not currently a member of the appropriate Union signatory to this CWA shall, however, be required to pay a representational fee for the period during which they are performing covered work.

Section 4. The Contractor shall honor Union dues and initiation fees check-off pursuant to receipt of properly authorized dues deduction cards signed by its worker, along with other lawful authorizations from employees providing for deductions from wages. The Union will notify the Contractor and OVG and the City in a timely manner if a Contractor is delinquent in remitting representation fees authorized by the worker.

Section 5. Union representatives shall have reasonable access to the Arena Project site, provided they do not interfere with the work of the workers and if such representatives fully comply with the visitor, safety and security rules established for the Arena Project as established at the pre-job conference. Each signatory Union shall advise the Prime Contractor of its representatives who are authorized to visit the Arena Project site.

Section 6. The Business Representative(s) for each of the local Unions signatory hereto shall have the right to designate for each shift worked with each Contractor one (1) working journey-level worker as Steward for all related craft personnel, who shall be recognized as a Union representative. Such designated Stewards shall be qualified workers assigned to a crew and shall perform the work of their craft. Under no circumstances shall there be a non-working Steward on the job.

Section 7. The working Steward shall be paid at the applicable wage rate for the job classifications in which they are employed.

Section 8. Steward(s) for each craft of the Unions employed on the Arena Project shall be permitted on the Arena Project site at all times. They shall not be subjected to

discrimination or discharge for performing proper union business. The Unions agree that such business shall not unreasonably interfere with the Steward's work for the Contractor.

Section 9. The employee selected as Steward shall remain on the job if there is work within their craft for which they are qualified, willing and able to perform. The Contractor shall be notified in writing of the selection of each Steward. The Contractor shall give the Unions twenty-four (24) hours prior written notice before laying off a Steward.

Section 10. The Steward may not cause or encourage a work stoppage and, if found guilty of instigating such action, will be subject to disciplinary action by the Contractor, including discharge.

Section 11. The Steward's duties shall not include hiring and termination.

Section 12. The Stewards shall be given the option of working all reasonable overtime within their craft and shift provided they are qualified to perform the task assigned.

ARTICLE VI MANAGEMENT'S RIGHTS

Section 1. Contractors retain full and exclusive authority for management of their operations. Except as limited by this CWA, Contractors shall direct their working forces at their prerogative, including, but not limited to hiring, promotion, transfer, lay-off, or discharge for just cause. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of workers. Contractors shall utilize the most efficient method or techniques of construction, tools, or other labor-saving devices except when in conflict with provisions in the Arena Project contract. There shall be no limitations upon the choice of materials or design, nor shall there be any limit on production by workers or restrictions on the full use of tools or equipment. There shall be no restriction, other than may be required by safety regulations, on the number of workers assigned to any crew or to any service.

Section 2. The City will provide project oversight and administration as a third party administrator of this CWA. Copies of redacted certified payroll and daily worker sign in sheets will be made available upon request, redacted and subject to the limitations of law.

Section 3. The parties agree to participate in a Joint Administrative Committee ("JAC") to address safety, targeted hiring, apprenticeship utilization, preferred entry, job progress, and any other relevant issues that affect the Arena Project. The parties agree to address issues as they arise and resolve them in a timely manner. The City shall chair the JAC. Only signatory parties to this Agreement shall have voting rights when the JAC makes a decision by vote. The Unions, collectively, and OVG shall each have one vote. When in disagreement, the Union and OVG may, by mutual agreement, appoint an impartial third party to break the tie with a third vote.

The JAC shall allow interested contractors and community members to attend meetings, and receive copies of materials and information that are distributed by the parties. OVG shall use LCP tracker labor compliance software and prepare copies of reports and materials, and distribute to the JAC membership and any interested audience or stakeholders upon their request.

Section 4. Upon referral or dispatch from a Union, refusal by a Prime Contractor or Contractor to employ the dispatched worker (also known as a “turnaround”), requires a written explanation from the Contractor that shall be copied to the Prime Contractor (if different), OVG, the City, and affected Union, within two (2) business days. Prime Contractor shall make such turnaround explanations available in a timely way to other interested stakeholders, redacted as appropriate and subject to limitations of law.

Section 5. If the signatory Unions are unable to fill a request for employees within 2 business days, Contractors shall make any other reasonable efforts to comply with priority hire requirements and goals as practicable given the needs of the work to be performed.

Section 6. Each Contractor shall use the Craft Request Form when requesting a new employee for dispatch on the Arena Project and shall copy the City on all Craft Request Forms submitted to the Unions. The Unions and Contractors agree to maintain copies of all Craft Request Forms used on the Arena Project. OVG and the City may review and inspect any Craft Request Forms, upon request.

ARTICLE VII WORK STOPPAGES AND LOCKOUTS

Section 1. During the term of this CWA, there shall be no strikes, picketing, work stoppages, slowdowns, or other disruptive activity for any reason by the Union, any applicable local Union or by any worker, and there shall be no lockout by the Contractor. Failure of any Union, local Union or worker to cross any picket line established at the Arena Project site violates this Article VII.

Section 2. The Union and every 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 worker shall engage in activities that violate this Article VII. Any worker who participates in or encourages any activities that interferes with normal operations on the Arena Project shall be subject to disciplinary action, including discharge, and if justifiably discharged shall not be eligible for rehire on the Arena Project for a period of not less than ninety (90) days.

Section 3. Neither the Union nor any applicable Local Union shall be liable for acts of workers for whom it has no responsibility. The International Union General President or Presidents will immediately instruct order and use the best efforts of his or her office to cause the Local Union or Unions to cease any violations of this Article VII. An

International Union complying with this obligation shall not be liable for unauthorized acts of its Local Union. The principal officer or officers of a Local Union will immediately instruct, order and use the best efforts of his or her office to cause the workers the Local Union represents to cease any violations of this Article VII. 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.

ARTICLE VIII DISPUTES AND GRIEVANCES

Section 1. This CWA promotes close cooperation between management and labor. Each Union will assign a representative to ensure the Arena Project is completed economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

Section 2. The Contractors, Unions, and workers, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of project work and agree to resolve disputes under the grievance arbitration provisions herein.

Section 3. Any dispute on the Arena Project that is specific to labor relationships (other than jurisdictional disputes) shall be considered a grievance and subject to resolution under the following. The Prime Contractor, the City, and OVG shall be given copies of all notices and invited to participate in any meetings or proceedings. Failure of the grieving party to adhere to the time limits established renders the grievance null and void. The time limits established may be extended by written mutual consent of the parties at the step where the extension is agreed.

Step 1. If a worker, Contractor, or Union subject to this CWA feels aggrieved by a labor issue, the worker may give notice to their Union representative. Within ten (10) business days after becoming aware of the grievance, the Union representative (which may be the business agent or the Steward) shall give verbal or written notice to the Contractor's worksite representative. The notice shall describe the violation(s) and provision(s) violated. Either party may elect to request the assistance of the City at this stage.

The Union representative and Contractor's work-site representative shall meet or discuss the dispute within 3 business days after such notice. Each party may keep meeting minutes and send a copy to the other. If the discussion does not resolve the issue, either party may escalate the grievance to Step 2.

Step 2. To escalate the grievance into Step 2, the Union may, within two (2) business days after the discussion, send a written notice to the Contractor setting forth the alleged violation(s), providing a description, the date on which the violation(s) provoking the grievance occurred, and the provisions of the CWA that

are alleged to have been violated. The Union will send a copy to the Prime Contractor and the City. The City will be responsible for notifying OVG.

The local Business Manager and/or their designee and the Prime Contractor and sub-tier Contractor (if any), shall meet within seven (7) business days after the written notice was delivered to the Contractor, to arrive at a satisfactory agreement. OVG shall be notified of the date and time of the meeting and may attend at its option. The City shall be notified of the date and time of the meeting and, if available, will attend as an observer. Prime Contractor will take meeting minutes and share with the sub-tier Contractor (if applicable) and the Union as soon as practicable after the meeting, which is intended to be within two (2) business days.

Step 3. (a) If the grievance has not been resolved within five (5) business days under Step 2, either party may request that the grievance be submitted to an arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they cannot do so, they shall request the Federal Mediation & Conciliation Service to provide them with a list of arbitrators from which the Arbitrator shall be selected. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such arbitration shall be borne equally by the Contractor and the involved Local Union(s).

(b) The Arbitrator shall have the authority to decide only issues presented to him or her, and he or she shall not have authority to change, amend, add to, or detract from this Agreement.

ARTICLE IX JURISDICTIONAL DISPUTES

Section 1. The assignment of work will be solely the responsibility of the Contractor performing the work involved; such work assignments will be under the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 2. All jurisdictional disputes on the Arena Project, between or among Building and Construction Trades Unions and Contractors of any tier, 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 by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

Section 3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 4. OVG will require contractors to provide pre-job paperwork to the City three weeks in advance of their start of work. The City will conduct a pre-job conference that will include each Contractor and the Unions to be held at the Building and Construction Trades Council a minimum of two (2) weeks prior to commencing work, but not more than 90 days prior to commencing work. The Prime Contractor and OVG will be advised in advance of all such conferences and may participate if they wish.

After attending a pre-job conference once, Contractors may submit a waiver request to the City, waiving the requirement to attend future pre-job meetings when they are performing the same scope of work (see Pre-Job Package and Pre-Job Waiver forms in Attachment C). The City and Unions will mutually agree upon granting any such waivers.

Should an emergency make it impracticable for a Contractor to attend a pre-job two weeks prior to placement, the Contractor may give less than two (2) weeks' notice and request a pre-job meeting by contacting the City.

ARTICLE X SUBCONTRACTING

Section 1. Every Contractor of any tier agrees that they will not subcontract any Arena Project work except to a person, firm, or corporation who has signed a letter of assent. Any Contractor working on the Arena Project shall, as a condition to working on said Project, perform all work **exclusively** under this Agreement.

Section 2. If a Union that traditionally represents construction workers in the geographic area of the Arena Project chooses not to become signatory to this Agreement, the Contractor and signatory Unions shall utilize one or both of the following options to ensure that work may be claimed by the non-signatory Union ("claimed work") so the work is completed without disrupting the Arena Project:

(a) The signatory Unions will provide the Prime Contractor and all other Contractors who assent to this Agreement with the appropriate workforce to perform the claimed work.

(b) The Prime Contractor may utilize any Contractor to perform claimed work except that if such Contractor is party to an agreement with the non-signatory Union, such Union must agree in writing to abide by ARTICLE VII (Work Stoppages and Lockouts) and ARTICLE IX (Jurisdictional Disputes) for the Contractor to be awarded work under this Agreement. Such Contractor may utilize its existing workforce and wage and benefit package. Such Contractors shall be required to agree in writing to be bound to and abide by this Article, ARTICLE VII (Work Stoppages and Lockouts), and ARTICLE IX (Jurisdictional Disputes). No other provision shall apply to such Contractors unless required by the Prime Contractor.

Section 3. The Prime Contractor, OVG, the City, and the Unions commit to provide outreach, and train, mentor, and support woman and minority contractors on the Arena Project. OVG, the City, Prime Contractor, and Unions also will provide training and assistance about working under the CWA to any interested contractor and those contractors who may wish to bid on such work.

Section 4. Any Contractor conducting a bid process for work to be performed for the Arena Project shall notify all bidders of the requirement to comply with the terms and conditions of this CWA.

Section 5. If a Contractor of any tier subcontracts any work covered by this Agreement, such subcontractors of all tiers, shall sign letter of assent to this CWA, prior to beginning work on the Arena Project.

ARTICLE XI CORE WORKERS

Section 1. A non-signatory contractor may bring as many as three (3) core workers and up to two (2) qualifying apprentices onto the Arena Project for each contract accordingly, provided that the ratio of apprentices to journey level workers is in compliance with the applicable apprenticeship program standards. Core Workers are those that have worked on the Contractor's payroll a minimum of one thousand five hundred (1,500) hours within the craft classification over the last two (2) year period from the date of dispatch to the Arena Project and have also been on the Contractor's active payroll for at least sixty (60) out of the ninety (90) calendar days prior to the execution of the contract for the affected Contractor. All Core Workers shall meet the minimum journey level qualifications of the craft they are performing, and shall hold all required licenses and certifications for the work of their craft. A qualifying apprentice is one who is enrolled in a WSATC program and is also one of the following: (1) a Priority Worker, (2) a Pre-Apprenticeship program graduate, or (3) an individual who furthers the CWA's aspirational goals for women and people of color.

Section 2. The Contractor shall provide detailed documentation at the pre-job conference identifying their Core Workers on the Arena Project and their scope of work and submit certified payroll data to verify that the worker meets the required definition, redacted as appropriate. The City shall monitor Contractor compliance to this Core Worker definition.

ARTICLE XII EMPLOYMENT DIVERSITY

Section 1. Prime Contractor will set a requirement for the Arena Project that directs the Contractors to utilize workers from the economically distressed ZIP codes listed in Attachment B for a specified share of total hours worked on the Arena Project by apprentices and journey-level workers. Workers that qualify towards those requirements

shall be called "Priority Workers." The required utilization of Priority Workers, determined by hours worked on the Arena Project, are:

| | |
|-------------------|------|
| Apprentice Level: | 6% |
| Journey Level: | 15%. |

Section 2. Unions shall first dispatch Priority Workers, and shall continue to prioritize the dispatch of such workers even after the required percentages are stabilized and suggest the Prime Contractor will achieve the requirements.

The Union shall prioritize dispatch of Priority Workers who are residents of Seattle ZIP codes first, and then dispatch Priority Workers from ZIP codes in King County.

Prime Contractor will enter payroll data in LCPtracker. Labor hours performed by workers living outside of Washington will be excluded from priority worker calculations that Prime Contractor performs when calculating whether required percentages of total Priority Worker hours were achieved.

The Prime Contractor may receive a credit of up to 10% of the hours performed by Priority Workers, if they hire workers from the Priority ZIP codes who perform non-manual work and continue to employ said workers in these positions for the duration of the Contractor's work on the Arena Project. Such substitutes must be approved by OVG.

The Union will dispatch in a manner that best supports the following aspirational goals:

| | |
|-----------------|-----|
| Journey Level: | |
| People of Color | 23% |
| Women | 5% |

| | |
|-----------------|-----|
| Apprentices: | |
| People of Color | 26% |
| Women | 9%. |

ARTICLE XIII APPRENTICESHIP UTILIZATION

Section 1. The Parties and assenting Contractors agree to utilize apprentices from WSATC programs for at least 18% of the total hours worked on the Arena Project. The Prime Contractor shall provide a copy of its social equity plan to the City for approval prior to the start of work. The City will provide a copy upon request by the JAC. The Prime Contractor's apprenticeship utilization plan will be reviewed by the JAC and appropriate efforts shall be taken to increase utilization.

Section 2. The parties and assenting Contractors agree to hire and facilitate utilization of those WSATC apprentices on the Arena Project and to facilitate the participation of

people of color, women and persons from economically distressed areas. The goals for labor hours performed by female apprentices and people of color who are apprentices for the Arena Project are as follows:

| | |
|------------------|-----|
| People of Color: | 26% |
| Women: | 9%. |

The apprenticeship utilization plan (included in the social equity plan) provided by the Prime Contractor at the JAC shall describe how the Prime Contractor will achieve the goals for utilization of apprentices who are people of color and women.

Section 3. The Parties and assenting Contractors shall assure that apprentices of all skill levels will be supervised by journey level workers in order to promote the safety, health, and education of the apprentice.

ARTICLE XIV VETERAN EMPLOYMENT

Section 1. This CWA desires to facilitate the entry into the building and construction trades of veterans interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment ("Center"), the Center's "Helmets to Hardhats" program, and other appropriate veteran programs, to serve as resources for preliminary orientation, assessment of construction aptitude, referral to WSATC registered apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities, and other needs as identified by the parties.

Section 2. The Unions, Contractors, and City Job and Training Advisor agree to coordinate with the Center and other appropriate veteran referral sources, to maintain an integrated database of veterans interested in working on the Arena Project, and of apprenticeship and employment opportunities for the Arena Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

Section 3. This Agreement will include Helmets to Hard Hats qualified applicants and other qualified veteran applicants from within the economically distressed ZIP codes (Attachment B), as part of the Priority Worker hours that the contract shall require the Prime Contractor to achieve for the Arena Project.

ARTICLE XV PREFERRED ENTRY

Section 1. The Parties seek to construct and expand pathways to good jobs and lifetime careers for Priority Workers, women, and people of color, through collaborative workforce development systems that also likely includes community-based training providers and WSATC registered apprenticeship programs. This facilitates a workforce

reflective of the diversity and needs of Seattle and the local region, supporting goals of workforce inclusiveness.

Section 2. This CWA establishes a Preferred Entry program that will identify individuals, especially women, people of color, and those from economically distressed ZIP codes as defined by the City, who meet entry standards for WSTAC apprenticeship programs that allow qualified preferred entry applicants into their programs.

Preferred Entry candidates shall be placed with Contractors working on the Arena Project, subject to an interview if requested by the Contractor. Selected Preferred Entry candidates who are not already first year apprentices shall become first period apprentices.

To give Preferred Entry apprentices an opportunity to become established in their apprenticeship training, Contractors must employ Preferred Entry candidates for 700 hours, in order to count that candidate toward the Preferred Entry requirement.

Section 3. The Prime Contractor shall ensure one (1) of each five (5) apprentices who has worked at least 700 hours on the Arena Project is from a recognized Pre-Apprenticeship program. Such programs include the Apprenticeship and Non-Traditional Employment Program for Women (ANEW), YouthBuild, Helmets to Hard Hats, Cement Masons Pre-Apprenticeship Program, King County Pre-Apprenticeship Construction Education (KC PACE), Ironworkers Pre-Apprenticeship Program, TERO Vocational Training Center (TVTC), Seattle Vocational Institute – Pre-Apprenticeship Construction Training (PACT), the Trades Related Apprenticeship Coaching Program (TRAC), Direct Access to Laborers Education and Careers (DALEC) or other mutually agreed-upon programs that serve people living in economically distressed ZIP codes, people of color, women and/or veterans. The list of such programs may be updated by mutual agreement between OVG and the Seattle Building and Construction Trades Council.

Section 4. The Unions and Prime Contractor agree to ensure hiring of Preferred Entry apprentices during the early start of work on the Arena Project. OVG, Unions, and Contractors recognize Preferred Entry Apprentices that are within the first two steps and/or years of their apprenticeship program.

Section 5. If a Preferred Entry apprentice leaves, Contractors will replace that apprentice with another from the preferred entry program.

Section 6. The hours worked by eligible Preferred Entry qualified applicants hired from such distressed economic ZIP codes will count towards accomplishment of the Priority Worker requirements.

Section 7. Identification and selection of qualified applicants shall include the Contractor(s), where candidates have been proposed by Contractors and the individual apprenticeship program's designated representative. The final selection decision will be the responsibility of the Joint Apprenticeship Training Committee (JATC).

**ARTICLE XVI
TERM**

This Agreement shall commence upon execution by all Parties and shall continue in full force for the duration of the Arena Project until it is completed. The Parties may mutually agree to amendments or modifications of this agreement.

**ARTICLE XVII
GENERAL PROVISIONS**

Titles and headings of sections and provisions in this Agreement are for convenience only.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached or incorporated and made a part hereof, the Parties have executed this Agreement as of the Effective Date by having their authorized representatives affix their signatures below.

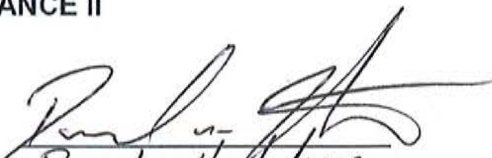
OAK VIEW GROUP, LLC,
a Delaware limited liability company

By: 
Tim Leiweke
Chief Executive Officer

**SEATTLE KING COUNTY BUILDING AND
CONSTRUCTION TRADES COUNCIL**

By: 
Monty Anderson
Executive Secretary

**NORTHWEST NATIONAL CONSTRUCTION
ALLIANCE II**

By: 
Daniel Hufschmidt
Board Member


[ADDITIONAL SIGNATURES FOLLOW ON NEXT PAGE]

Affiliated Local Unions


International Association of Heat and Frost Insulators and Allied Workers, Local #7


Todd Mitchell, Business Manager

International Union of Bricklayers and Allied Craftworkers, Pacific Northwest ADC

 on behalf of Thomas McIntyre
Thomas F. McIntyre, International Representative


International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local #502


Tracey Eizenberger, Business Manager


Operative Plasterers' and Cement Masons' International Association of the United States of America, Local #528


Eric Coffelt, Business Manager

International Brotherhood of Electrical Workers, Local #46


Bud Allbery, Business Manager

International Union of Painters and Allied Trades District Council 5


Denis Sullivan, Business Manager

International Union of Elevator Constructors, Local #19


Patrick Strafer, Business Manager

United Association Plumbers Pipe Fitters Refrigeration & HVAC Local 32


Jeffrey J. Owen, Business Manager

Iron Workers Union, Local #86


Chris McClain, Business Manager

United Union of Roofers Waterproofers & Allied Workers Local 54


Steve Hurley, Business Manager

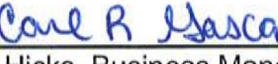
Hod Carriers and General Laborers, Local #242


Dale Cannon, Business Manager

United Association of Sprinkler Fitters Local 699


Stanton Bonnell, Business Manager


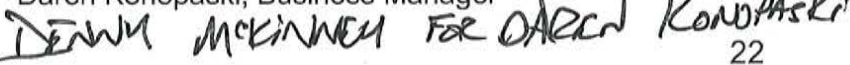
Teamsters, Local #174


Rick Hicks, Business Manager

Sheet Metal Workers International Association, Local #66


Tim Carter, Business Manager

Operating Engineers, Local #302


Daren Konopaski, Business Manager
 FOR DAREN KONOPASKI



ATTACHMENT A
LETTER OF ASSENT
ARENA AT SEATTLE CENTER



The undersigned, as a Contractor(s) or Subcontractor(s) on a Contract which is part of the

| |
|-------------------------|
| ARENA AT SEATTLE CENTER |
|-------------------------|

Project, for and in consideration of the award of a Contract to perform work on said Project, and in further consideration of the mutual promises made in the Community Workforce Agreement, a copy of which was received and is acknowledged, hereby:

- (1) On behalf of itself and all its employees, accepts and agrees to be bound by the terms and conditions of the Community Workforce Agreement, together with any and all amendments and supplements now existing or which are later made thereto, and understands that any act of non-compliance with all such terms and conditions, will subject the non-complying Contractor or employee(s) to being prohibited from the Project Site until full compliance is obtained.
- (2) Certifies that it has no commitments or agreements which would preclude its full compliance with the terms and conditions of said Community Workforce Agreement.
- (3) Agrees to secure from any Contractor(s) (as defined in said Community Workforce Agreement) which is or becomes a Subcontractor(s) (of any tier), a duly executed Letter of Assent in form identical to this document prior to commencement of any work.

| | |
|----------------------|--|
| Estimated Start Date | Estimated end date |
| | |
| UBI Number | Print Name and Title |
| | |
| Phone Number | Contractor/Company name |
| | |
| General Contractor | Subcontractor to (if applicable) |
| | |
| Jobsite Address | Billing Address |
| | |
| Date | Signature of Authorized Representative |
| | |

ATTACHMENT B

Economically Distressed Zip Codes

Priority Hire Economically Distressed ZIP Codes



| Tier 1 | Seattle Neighborhood | ZIP Code |
|--------|------------------------------|----------|
| Tier 1 | Downtown | 98101 |
| Tier 1 | Capitol Hill/Eastlake | 98102 |
| Tier 1 | Downtown/ID | 98104 |
| Tier 1 | Delridge | 98106 |
| Tier 1 | Ballard | 98107 |
| Tier 1 | S. Beacon Hill/South Park | 98108 |
| Tier 1 | Interbay/Queen Anne | 98109 |
| Tier 1 | Rainier Valley/Rainier Beach | 98118 |
| Tier 1 | Belltown | 98121 |
| Tier 1 | Central District | 98122 |
| Tier 1 | Lake City/Northgate | 98125 |
| Tier 1 | Delridge/High Point | 98126 |
| Tier 1 | Bitter Lake/NW Seattle | 98133 |
| Tier 1 | N. Beacon Hill | 98144 |
| Tier 1 | White Center | 98146 |
| Tier 1 | Rainier Beach/Skyway | 98178 |
| Tier 2 | King County Neighborhood | ZIP Code |
| Tier 2 | Kent/Auburn | 98002 |
| Tier 2 | Federal Way | 98003 |
| Tier 2 | Bellevue | 98007 |
| Tier 2 | Federal Way | 98023 |
| Tier 2 | East Kent | 98030 |
| Tier 2 | Northeast Kent | 98031 |
| Tier 2 | West Kent | 98032 |
| Tier 2 | Pacific | 98047 |
| Tier 2 | South Renton | 98055 |
| Tier 2 | Northeast Renton | 98056 |
| Tier 2 | Central Renton | 98057 |
| Tier 2 | Burien | 98148 |
| Tier 2 | Boulevard Park/Tukwila | 98168 |
| Tier 2 | SeaTac/Tukwila | 98188 |
| Tier 2 | Des Moines | 98198 |



Pre Job
Conference Form



Please fill out the following pages. We recommend that you be as thorough as possible. If you have questions, please contact your contractor or your CWA Administrator.

Request for Waiver

Yes ☐ No ☐

The Contractor listed above requests a waiver of the Pre-Job Conference attendance requirement contained within the CWA. The contractor recognizes and agrees that the Seattle Building and Construction Trades Council and the Affiliated Local Unions signatory to the CWA, retain their rights as stipulated in the CWA to deny this waiver request, and to challenge any proposed trade assignment. **A contractor working for the first time under this CWA cannot waive attendance.**

Seattle Building Trades Council

Date

Approved

Yes ☐

No ☐

Contractor Information

Contractor/Subcontractor Name

Pre-Job Meeting Date

Time: 10:00 am

14675 Interurban Ave S., Tukwila WA 98168

Project Name/Contract #

Contract Dollar Amount

Intent #

Office Contact:

Phone:

Email:

Superintendent

Phone:

Email:

Safety
Representative

Phone:

Email:

Scope of Work

(Describe the scope of work to be performed)

Will you be subcontracting to additional sub-contractors?

Yes ☐

No ☐

If yes, list sub-contractors and work description:

Sub-Contractor Name

Work Description

Current Union Agreements

| |
|--|
| |
|--|

| | | | |
|-------------------------|--|-----------------------|--|
| Approx. Job Start Date: | | Approx. Job End Date: | |
| Work Shifts: | | | |
| Weekly Pay Day | | | |

Proposed Trade Assignment

All Workers, including core employees, must be dispatched through Union hall. List trade assignments by craft including scope of work description for each assignment. List each piece of equipment planned for use by craft. Include all equipment and tools. If more space is required, attach additional sheets.

| Craft | Scope | Equipment/Tools |
|-------|-------|-----------------|
| | | |
| | | |
| | | |
| | | |

Project Craft Demand List

| Craft | Peak | Average | Apprentices |
|---|------|---------|-------------|
| Asbestos Workers | | | |
| Boiler Makers | | | |
| Brick Layers | | | |
| Carpenters | | | |
| Carpet, Lino & Soft Tile Layers | | | |
| Cement Masons | | | |
| Drywall Hanger/Metal Stud Framer | | | |
| Drywall Finishers | | | |
| Electrical Workers | | | |
| Elevator Constructors | | | |
| Glaziers | | | |
| Heat and Frost Insulators | | | |
| Iron Workers (Structural/Rebar) | | | |
| Iron Workers (Ornamental/Architectural) | | | |
| Laborers | | | |
| Millwrights | | | |
| Operating Engineers | | | |
| Painters | | | |
| Pile Drivers/Diver | | | |
| Plumbers & Pipefitters | | | |
| Plasterers/Fire Proofers | | | |
| Roofers | | | |
| Sheet Metal Workers | | | |
| Sign Makers/Painters | | | |
| Sprinkler Fitters | | | |
| Teamsters | | | |

Core Employee

Contractor(s) or Sub Contractor(s) employing Core Employees must complete the following documentation.

Core Employee(s) must place their names with the respective Union Hall dispatch prior to the employee(s) start of work.

Core employee information provided by

Email Address

Core employee information verified by

Core Employee #1

Employee Name:

Hire Date:

Classification:

The employee has met the qualifications contained in the CWA

Yes

☐

No

☐

Core Employee #2

Employee Name:

Hire Date:

Classification:

The employee has met the qualifications contained in the CWA

Yes

☐

No

☐

Core Employee #3

Employee Name:

Hire Date:

Classification:

The employee has met the qualifications contained in the CWA

Yes

☐

No

☐

Open-Shop Apprentice #1

Employee Name:

Hire Date:

Apprentice ID#

Classification:

The employee has met the qualifications contained in the CWA

Yes

☐

No

☐

Open-Shop Apprentice #2

Employee Name:

Hire Date:

Apprentice ID#

Classification:

The employee has met the qualifications contained in the CWA

Yes

☐

No

☐

Form completed by

print name

date

Signature



Final Trade Assignment

Must be received by Seattle Building Trades prior to starting work



| | | | |
|----------------------|--|-----------------------------|--|
| Pre-Job meeting Date | | Final trade assignment Date | |
| General Contractor | | Project Name | |
| Contractor/Company | | Contract # | |
| Name Name and Title | | Phone | |
| Business Address | | Email | |

This serves as an official notification of the Trade Assignment(s) under the included scope(s) of work and fulfills contractor responsibility under the Community Workforce Agreement to make trade assignments one week after attending the Pre-Job conference.

Unions not in agreement with these Final Trade Assignments may avail themselves of the jurisdictional resolution process found in the Community Workforce Agreement Jurisdictional Disputes section. This provision allows for competing Unions to pursue their claims through the "Plan" without disrupting the work of the affected Contractor.

The following is the Final Trade Assignment for each task.

| Scope of Work | Assigned to | Challenged by |
|---------------|-------------|---------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

| Scope of work | Final Trade Assignment |
|---------------|------------------------|
| | |
| | |
| | |
| | |
| | |
| | |

Signature