City of Seattle
Mayor Mike McGinn

September 7, 2012

COMMUNITY WORKFORCE AGREEMENT
Alaskan Way Seawall Replacement Project

Parties: This CWA is an agreement between the City of Seattle, and Unions that are signatory to this Agreement. The GC/CM Contractor, and all subtier contractors, shall also be signatory upon contract award.

Background Statement
This Community Workforce Agreement establishes a spirit of harmony, labor-management peace, and stability, to support timely construction of the Alaskan Way Seawall Replacement Project, which requires substantial numbers of construction and supporting craft workers possessing skills and qualifications vital to its completion. This Agreement assures skilled, efficient craft workers to construct the Project, and stabilizes wages, hours and working conditions for craft workers. It provides close cooperation between the City, Contractor(s) and Unions for a satisfactory, continuous and harmonious relationship.

This Agreement provides an unprecedented agreement towards social equity, shared prosperity and diversity for all of Seattle communities. The Agreement includes:

- An aspirational goal to hire 15% of the workforce from economically distressed zip codes which shall be defined and prioritized by the City;
- Provide direct entry for graduates of pre-apprenticeship programs, with a goal of one direct entry placement for each of five apprentices on the project.
- An aspirational goal that of the 15% of all project hours performed by Apprentices, at least 21% of such apprentices will be people of color, and 12% shall be women.
- An aspirational goal that 12% of all project hours shall be performed by women and 21% of all project hours shall be performed by people of color.

It is City of Seattle policy, as adopted by Seattle Municipal Code Chapter (SMC) 20.42, to promote and ensure equality for woman and minorities within City contracts. Minority and woman businesses and workers are under-represented on City contracts. Contractors must perform affirmative, good faith and meaningful efforts to employ and subcontract with woman and minorities.

The City supports development of a skilled construction workforce through apprenticeship and training organizations, particularly for women, minorities and others facing significant employment barriers. SMC Chapter 20.38 requires apprentices to perform 15% of all project labor hours. The City supports pre-apprenticeship programs such as the Seattle Vocational Institute, ANEW and Helmets to Hard Hats, in their missions to assist workers with particular employment barriers

The local region has economically distressed areas, with high unemployment and low incomes. The City recognizes various neighborhoods suffer from a significant concentration of such economic distress, which compounds the effects of economic disparity not only on the individual and families, but also on the community as a whole.

Mayor McGinn, City Council and City policy support development of a skilled, qualified and diverse workforce for Seattle, including skilled union workers, as part of shared prosperity for all in the City.

The City of Seattle intends to build the Elliott Bay Seawall (from Washington Street to Virginia Street), and reconstruction of one of the public piers (Pier 62/63 and Waterfront Park) in a two phase project. The Elliott Bay Seawall Project is a critical public safety project. Failure of the seawall would have significant impacts to the public, the City of Seattle, the Puget Sound region, Washington State, and the nation. Protection from coastal storm damage and shoreline erosion is vital to preserving Seattle's downtown, the economy, and the region's quality of life and economic competitiveness. Seattle City Council unanimously approved Council Bill 117498 to initiate funding steps for the $290 million for the construction of the Alaskan Way Seawall Replacement.

The Alaskan Way Seawall Replacement Project is expected to provide many jobs for local workers and such jobs are important to the city and the region; and
The parties to this agreement are working in good faith and with affirmative efforts to promote opportunities for workers who are women, people of color, and those from economically distressed areas.

The parties to this agreement value the interest and supportive involvement of community associations, stakeholders and individuals, and sought their help to create and define this CWA perspective and vision.

COMMUNITY WORKFORCE AGREEMENT
Seawall Project

This Agreement is entered into this September 7, 2012 by and between the City of Seattle ("City"), its successors or assigns ("GC/CM Contractor"), and the "Unions" including the Pacific Northwest Regional Council of Carpenters, the International Union of Operating Engineers Local 302, and the Seattle King County Building Trades 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, executed this Agreement," with respect to the construction of the Alaskan Way Seawall Replacement Project ("Project").

The term "GC/CM Contractor" refers to the General Conditions/Construction Management Contractor alone. The term "Contractor" includes all construction contractors and subcontractors of whatever tier engaged in onsite construction work for the Project, including the GC/CM Contractor when it performs Project construction work.

ARTICLE I
PURPOSE

The Parties to this Community Workforce Agreement (CWA) acknowledge that construction of the Seawall Project is important to the development of the Seattle Waterfront. The Parties recognize the need for timely completion of the Project without interruption or delay. This Agreement enhances cooperative efforts between the parties, through establishment of a framework for labor-management cooperation and stability.

The City, Contractor(s) and Unions agree that the timely construction of this Project will require substantial numbers of employees from construction and supporting crafts possessing skills and qualifications vital to its completion. They will work together to furnish skilled, efficient craft workers to construct the Project.

The parties desire to stabilize wages, hours and working conditions for craft workers on this project, to encourage close cooperation between the Contractor(s) and Unions for a satisfactory, continuous and harmonious relationship between the parties to this Agreement.

In recognition of the special needs of this Project and to maintain a spirit of harmony, labor-management peace, and stability, the parties agree to abide by the terms and conditions in this Agreement, and establish effective and binding methods for settlement of misunderstandings, disputes or grievances that may arise. The Contractor(s) agree not to engage in any lockout, and the Unions agree not to engage in any strike, slow-down, or interruption or other disruption of or interference with the work covered by this Agreement.

ARTICLE II
SCOPE OF AGREEMENT

Section 1. This Agreement shall apply and is limited to the recognized and accepted historical definition of new construction work under the direction of and performed by the Contractor(s) and Sub-Contractors, of whatever tier, which may include the GC/CM Contractor, who have contracts awarded for such work on the Project. Such work shall include site preparation work and dedicated off-site work.

The Project is known as the Elliott Bay Seawall Project. The GC/CM Contractor shall require all Contractors of whatever tier who are awarded contracts for Project work, to accept and be bound by the terms and conditions of this Agreement. The GC/CM Contractor shall execute a Letter of Assent (Attachment A) before commencing work. The GC/CM Contractor shall assure compliance with this Agreement by all GC/CM Contractors. If the CWA is silent on any issue, the local Collective Bargaining Agreement(s) 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 except for Article V,VI, and VII of this Project Agreement, which shall apply to such work.

This is a self-contained, stand alone, Agreement and that by having become bound to this Agreement, the Contractors will not be obligated to sign any other local, area, or national agreement.

All Attachments are incorporated by this reference; all amendments with mutual signatures of the parties are also hereby incorporated by this reference.

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

Section 3. This Agreement shall only be binding on the signatory parties hereto and shall not apply to their parents, affiliates or subsidiaries.

Section 4. The City and/or GC/CM Contractor have absolute right to select any qualified bidder for award of Project contracts without reference to the existence of any agreements between such bidder and any party to this Agreement; provided, however, only that such bidder is willing, ready and able to become a party to and comply with this Agreement, should it be designated the successful bidder.

Section 5. This Agreement shall not apply to City employees and nothing herein shall prohibit or restrict City employees from performing Project work not covered within this Agreement . As areas and systems of the Project are inspected and construction tested by the Contractors and accepted by the City, the Agreement will not have further force or effect on

such items or areas, except when the Contractors are directed by the GC/CM Contractor or the City to engage in repairs, modifications, check-out, and warranty functions required by its contract with the City during this Agreement.

Section 6. The City, at its sole option, may terminate, delay and/or suspend any or all portions of the Project.

Section 7 The liability of any employer 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 the City, Contractor(s) or any employer.

ARTICLE III
UNION RECOGNITION

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

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

Section 3 For all employees not members of a Union, becoming and remaining a member of the Union shall not be required for employment under this CWA.

Section 4 The Contractor(s) agree to deduct Union Dues or Representation Fees from and remit same to the Union monthly. Employees will be required to sign an authorization form.

Section 5 Authorized Union representatives shall have reasonable access to the Project, provided they do not interfere with the work of the employees, and provided that such representatives fully comply with the visitor, safety and security rules established for the Project.

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 the Union's representative for a signature hereto. 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 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 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 prior written notice before discharging 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 IV
MANAGEMENT'S RIGHTS

Section 1. Contractors retain full and exclusive authority for management of their operations. Except as limited by this Agreement, 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 employees. Contractors shall utilize the most efficient method or techniques of construction, tools, or other labor saving devices. There shall be no limitations upon the choice of materials or design, 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 employees assigned to any crew or to any service.

Section 2. 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 will affect the Project. The parties agree to address issues as they arise and correct disputes in a timely manner. Community representatives are invited to attend and not limited by number. Only signatory parties to this Agreement shall have voting rights when the JAC makes a decision by vote.

Section 3. Upon referral or dispatch from a Union, "turnaround" or refusal of any worker by the Contractors, requires a written explanation from the Contractor that shall be communicated from the GC/CM Contractor to the City and affected Union within 48 hours. Such turnaround explanations shall be available in a timely way by the City for community review, redacted and subject to limitations of law

Section 4 If the signatory Unions are unable to fill a request for employees within 48 hours, the Contractor must first consider the City worker recruitment and referral service.

Section 5. The City will provide project oversight and administration through internal dedicated staff or third party administration. To provide transparency, monthly reports will be generated by the GC/CM Contractor and prepared by the City for the monthly JAC. Copies of redacted certified payroll and daily worker sign in sheets will be made available for viewing upon request redacted and subject to the limitations of law.

ARTICLE V
WORK STOPPAGES AND LOCKOUTS

Section 1. During this Agreement there shall be no strikes, picketing, work stoppages, slowdowns 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 violates this Article.

Section 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 shall not be eligible for rehire on the Project for a period of not less than ninety (90) days.

Section 3. Neither the Union nor its applicable Local Union shall be liable for acts of employees for whom it has no responsibility. The International Union General President or Presidents will immediately instruct order and use the best efforts of his office to cause the Local Union or Unions to cease any violations of this Article. An International Union complying with this obligation shall not be liable for unauthorized acts of its Local Union. The principal officer or officers of a Local Union will immediately instruct, order and use the best efforts of his office to cause the employees the Local Union represents to cease any violations of this Article. A Local Union complying with this obligation shall not be liable for Unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

ARTICLE VI
DISPUTES AND GRIEVANCES

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

Section 2. The Contractors, Unions, and the employees, 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 in this Article.

Section 3. Any question or dispute arising out of and during the term of this Project Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee subject to this Agreement feels he or she is aggrieved by violating this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the GC/CM Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the GC/CM Contractor) when the meeting concluded but not later than twenty-four (24) hours. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the information concerning the alleged grievance, including a short description, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

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

Step 2. The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement. Meeting minutes shall be kept by the Contractor. If the parties fail to agree, the dispute may be appealed in writing under Step 3 within seven (7) calendar days.

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days, 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 American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally be the Contractor and the involved Local Union(s).

(b) Failure of the grieving party to adhere to the time limits established shall render the grievance null and void. The time limits established may be extended only by

written consent of the parties involved at the step where the extension is agreed upon. 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.

Section 4. The GC/CM Contractor and City shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE VII
JURISDICTIONAL DISPUTES

Section 1. The assignment of work will be solely the responsibility of the Contractor performing the work involved; and 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 this Project, between or among Building and Construction Trades Unions and employers, parties to this Agreement, 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. Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council 2 weeks prior to commencing work. The GC/CM Contractor and the City will be advised in advance of all such conferences and may participate if they wish.

ARTICLE VIII
SUBCONTRACTING

Section 1. The GC/CM Contractor agrees that no Contractor shall subcontract any Project work except to a person, firm or corporation party to this Agreement. Any Contractor working on the Project shall, as a condition to working on said Project, become signatory to and perform all work **exclusively** under this Agreement.

Section 2. If a Building Trades Union that traditionally represents construction employees in the geographic area of the of the Project chooses not to become signatory to this Agreement, the GC/CM 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") is completed without disrupting the Project:

(a) The signatory Unions will provide the GC/CM Contractor and all other contractors and subcontractors who become signatory to this Agreement with the appropriate workforce to perform the claimed work. The wage and fringe benefit package for such work shall be in Appendix A.

(b) The GC/CM Contractor may utilize any contractor or subcontractor to perform claimed work except that if such contractor or subcontractor is party to an agreement with the non-signatory Union, such Union must agree in writing to abide by Article VII, 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 V, Work Stoppages and Lockouts, and Article VII, Jurisdictional Disputes. No other provision shall apply to such contractors unless required by the GC/CM Contractor.

Woman and Minority Business.

Section 3. The GC/CM Contractor and the Unions commit to conduct outreach to woman and minority subcontractors to encourage woman and minority subcontracting on the Project. The City and Unions agree to meet with open shop contractors to provide training and assistance about working under Collective Bargaining Agreements.

Section 4. Any Contractor conducting a bid process for work to be performed for the Project, shall notify any bidder of about the requirement to comply with the terms and conditions of this Agreement.

Section 5. If a Contractor subcontracts any work covered by this Agreement, such subcontractors of all tiers, shall become signatory to this Agreement, prior to beginning work on the Project.

Section 6. Whenever a Contractor needs to satisfy woman and minority participation goals stated within the City Contract for the Project, the Union whose work is involved and the Contractor, by mutual agreement, may waive Article III Section 3 and 4 in the event the Contractor is unable to otherwise find qualified and competitive woman and minority subcontractors.

Section 7 When union subcontractors are not available in the locality of the jobsite to perform the work and the Contractor receives no competitive bids, by mutual agreement, the Union whose work is involved and the Contractor may waive Article VIII.

Core Employees for Non-Signatory Contractors.

Section 8 Contractors without a collective bargaining relationship with the Unions signatory to this Agreement, who become successful bidders on this project, may employ their own core employees. "Core Employees" in this context refers to craft workers only including working foremen, lead (journeymen), working City-operators, and apprentices, and shall not be supervisory, management or non-working non-signatory contractors.

Section 9 The parties agree that the intent of the Core Employee definition is to protect fair and legal employment standards, and secure opportunities for contractors, regular employees, and union craft workers.

Section 10 For Open Shop Contractors the limits on Core Employees shall be : the first two workers may be Core Employees; the rest shall be union referrals.

Section 11 Core Employees are those that have been on the Contractor' payroll a minimum of 1200 hours in the18 months prior to the Project, and on the Contractor's active payroll a minimum of 60 days prior to start of work on the Project. Core Employees 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.

Section 12 The JAC shall examine the data regarding each craft's use of Core Employees and may changes to the minimum number of hours an employee would have to be on the contractor's payroll to be deemed a core employee. The vote of the JAC must be unanimous.

Section 13 The JAC may waive the definition of Core Employee based upon the contractor's craft needs and past practice. The vote of the JAC must be unanimous.

Section 14 Non-core employees shall be hired according to the appropriate union referral procedures. The Unions agree to exempt the 2 Core Employees from the CWA and may, where ever possible, waive the initiation fee. They further agree to review and accept benefits that meet or exceed the prevailing wage requirements.

Section 15 It is agreed that the terms and conditions governing, hiring and assignment of current union trade workers to supplement Core Employees proposed for the Project may be negotiated jointly by the Contractor, and the appropriate trade union representatives.

ARTICLE IX
EMPLOYMENT DIVERSITY

The parties seek to increase membership and participation of underrepresented groups in the construction work of the Seawall Project The parties agree to:

- An aspirational goal to hire 15% of the workforce from economically distressed zip codes, as defined and prioritized by the City;
- An aspirational goal that 12% of all project hours shall be performed by woman and 21% of all project hours shall be performed by people of color.

ARTICLE X
APPRENTICESHIP UTILIZATION

Section 1 The parties agree to utilize apprentices from Washington State Apprenticeship Training Council (WSATC) programs for at least 15% of total project hours with a further goal that this requirement be met by craft, dependent on the hours required for that scope of work and should be established in line with Local Area Standards including the following: total labor hours, ratio of materials cost to labor cost, and type of work/crafts required. All

contractors and subcontractors of whatever tier shall submit an apprenticeship utilization plan at their pre-job meeting and agree to submit weekly certified payrolls identifying all WSATC registered apprentices.

Section 2 The parties agree to WSATC apprentices on the project and to facilitate the participation of people of color, women and persons from economically distressed areas, in such apprenticeship programs, and increase the opportunities for participation people of color and women, as well as those from economically distressed areas. The goal established for minority apprentice training is 21% percent of the total apprentice training hours. The goal established for Women apprentice training is 12% of the total apprentice training hours. The goals for minorities and women shall be included in the apprenticeship utilization plan.

Section 3 Identification and selection of qualified applicants shall include the Contractor(s) where candidates have been proposed by GC/CM 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 XI
HELMETS TO HARDHATS

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

Section 2. The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this 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 seeks to include Helmet to Hard Hat qualified applicants from within the economically distressed zip codes as defined by the City.

ARTICLE XII
PREFERRED ENTRY

Section 1 The parties agree to construct and expand pathways to good jobs and lifetime careers for community members through collaborative workforce development systems involving community-based training providers and union-based apprenticeship programs. This program facilitates a workforce reflective of the Greater Seattle Area, supporting goals of workforce inclusiveness.

Section 2 The Preferred Entry program, as defined by this agreement will identify individuals, including woman, people of color, and those from economically distressed zip codes as defined by the City, who meet the entry standards for apprenticeship programs that allow/provide for preferred entry of qualified applicants into their programs. Preferred Entry candidates shall be placed with contractors working on the Project, who may interview the candidates. Selected Preferred Entry candidates shall become first period apprentices. This is intended to facilitate long-term development of a diver union workforce .

Section 3 Overall the contractor shall place one (1) of each five (5) Apprentices from Pre-Apprenticeship programs including Seattle Vocational Institute Pre Apprenticeship Construction Training program (PACT), Apprenticeship and Non-Traditional Employment Program for Women and Men (ANEW), Helmets to Hard Hats Program or others serving primarily economically distressed zip codes, people of color, and women.

Section 4 The Unions and the contractors agree to hire Preferred Entry apprentices early in the Project. The Community Hire provisions of this agreement will include Preferred Entry qualified applicants hired from within the economically distressed zip codes identified by the City _The City, Unions and Contractors also recognize Preferred Entry Apprentices from other local PLA/CWA's

Section 4. To give preferred entry apprentices an opportunity to become established in their apprenticeship training. Contractors are required to provide all good faith efforts to provide a minimum of 700 hours of work, after hiring, unless terminated for cause. If a preferred entry apprentice leaves, Contractors will replace that apprentice with another from the preferred entry program.

Section 5 The goals within this agreement for distressed economic zip codes shall include Preferred Entry qualified applicants hired from such distressed economic zones towards accomplishment of the agreement goals

Section 6: The following provisions are determined by local collective bargaining:

1. Referral Procedures. Any referral provision must contain : " There shall be no discrimination against any employee or applicant for employment because of his or her membership or non-membership in the union or based upon race, creed, color, sex, age or national origin of such employee or applicant."]
2. Wages and Benefits, Payday
3. Work Rules
4. Hours of Work, Etc.
7. Safety and Health
8. General Savings Clause
9. Term of Agreement

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

City of Seattle

Signature: Mayor Mike McGinn

Date: 9/6/12

Pacific Northwest Regional Council of Carpenters
Ed Triezenburg

Signature

8/30/12
Date

Seattle/King County Building Trades Council

Lee Newgent
Executive Secretary

Signature

8-30-12
Date

International Union of Operating Engineers Local 302
Marge Newgent
Field Representative

Signature

8/30/12
Date

Heat and Frost Insulators & Allied Workers Local 7
Monty Anderson
Business Manager

Signature

Date

Northwest Construction Alliance
John Little

Signature

August 30, 2012
Date

Bricklayers Local 1
Dennis Becker
Business Manager

Signature

Date

Cement Masons & Plasterers Local 528
John Kearns
Business Manager

Signature

Date

IBEW Local 46
Virgil Hamilton
Business Manager

Signature

Date

Elevator Constructors Local 19
Charlie Val
Business Manager

Signature

Date

Iron Workers Local 86
Steve Pendergrass
Business Manager

Signature

Date

Laborers Local 242
Dale Cannon
Business Manager

_____
Signature

_____
Date

IUPAT District Council 5
Denis Sullivan
Business Manager

_____
Signature

_____
Date

UA Plumbers & Pipefitters Local 32
Jeff Owen
Business Manager

_____
Signature

_____
Date

Roofers Local 54
Steve Hurley
Business Manager

_____
Signature

_____
Date

Sprinkler Fitters Local 699
Stanton Bonell
Business Manager

Signature

Date

Laborers (Street Pavers) Local 440
Alan Clune
Business Manager

Signature

Date

Teamsters Local 174
Rick Hicks
Business Manager

Signature

Date

Sheet Metal Workers Local 66
Eric Martinson
Business Manager

Signature

Date

Attachment A

Community Workforce Agreement
Letter of Assent

CONTRACTOR/SUBCONTRACTOR AGREEMENT TO BE BOUND

Seawall Project

Public Works Contract Number: _____

_____ Contractor/Subcontractor has been awarded construction work within the scope of the Alaskan Way Seawall Replacement Project CWA and hereby agrees to be bound by all its terms and conditions.

For the Contractor/Subcontractor:

_____

Signature Title Date

_____

Confirmation of Receipt: Nancy Locke, PCSD Director Date

CONTACT ADDRESS:

PHONE NUMBER(S):

Attachment B

The letters attached as Attachment B will be updated by the Unions to be applied to the Alaskan Seawall Replacement Project.

Sheet Metal Workers International Association
LOCAL UNION 66

11831 Beverly Park Road, B-2 · Everett, WA 98204
Main office: (425) 493-5900 · Fax: (425) 493-5901 · Toll-free: 1-800-659-5882 · Dupont: (253) 617-7909

August 24, 2010

Community Workforce Agreement for the
WSDODT SR99 Bored Tunnel Alternative Design Build Project

To Whom This May Concern:

This letter will confirm the discussions we had during the negotiation of the Deep Bore Tunnel Project Labor Agreement and the clarifications we made concerning the application of off site pre fabrication of Sheet Metal Components. Consistent with work claimed by the Sheet Metal Workers' International Association the on-site fabrication and installation of Sheet metal and Sheet Metal components which are traditionally the work of SMWIA members will continue to be recognized as such.

As you know from the discussions in negotiations, if done off-site, this work will be performed in the Puget Sound Area and in shops or at off-site assembly yards employing workers whose terms and conditions of employment equal or exceed those established in the area under prevailing wage laws for employees represented by the Sheet Metal Workers unless such work is performed otherwise pursuant to the provisions of this letter.

The Sheet Metal Workers recognizes that the timely completion of this project is vital to the Port and the Community, it is intended to serve. Therefore, if the nature of the work, the project schedule, or contracting circumstances make it necessary to obtain fabrication under conditions different than those described above, the Sheet Metal Workers agrees to cooperate in accommodating the reasonable needs of the Project. If, as a result of such circumstances, the fabrication is performed outside the region, the fabrication will be performed in shops or assembly yards whose terms and conditions of employment equal or exceed those established in that area under prevailing wage law applicable for the appropriate Sheet Metal Workers classification in the locality, where the work is performed. The Project Contractor and the Union agrees to discuss any other circumstances affecting off-site fabrication contracting purchases where an accommodation is sought and any reasons making it necessary to depart from the conditions set forth. The Sheet Metal Workers will not unreasonably withhold its consent to such accommodations and Local 66 agrees to install on-site any components fabricated pursuant to the terms of this letter without limitation. The parties will make every effort to keep an open channel of communication to insure that both parties are fully informed of the facts affecting the substance of this letter.

Sincerely,

Eric J Martinson

Eric J. Martinson
Business Manager

EJM/kk
Opeiu#8

UNITED ASSOCIATION
of Journeymen and Apprentices of the
Plumbing and Pipe Fitting Industry of
the United States and Canada

Founded 1889

William P. Hite
General President

Patrick R. Perno
General Secretary-Treasurer

Stephen F. Kelly
Assistant General President

Letters should be confined to one subject

UA Local Union: **32 595 Monster Rd SW, #213, Renton, WA 98057**

Subject: Community Workforce Agreement for the Emerald Cities Initiative Alternative Design Build Project

December 14, 2010

To Whom It May Concern:

This letter will confirm the discussions we had during the negotiation of the Emerald Cities Initiative Project and the clarifications we made concerning the application of off-site pre-fabrication piping, hangers, and accessories consistent with work claimed by the Plumbers and Pipefitters of Local 32 of the United Association. The on-site fabrication and installation of all piping, hangers, and accessories, which traditionally is the work of UA Local 32 members, will continue to be recognized as such.

It is the intent of UA Local 32 that any and all off-site fabrication or customization of traditional UA work will be preformed within the Puget Sound Area and at the prevailing wage rate of King County. This does not apply to catalog items.

UA Local 32 recognizes that the timely completion of this project is vital to the Port and the Community. It is intended to serve. Therefore, if the nature of the work, the project schedule, or contracting circumstances make it necessary to obtain fabrication under conditions different that those described above, UA Local 32 agrees to cooperate in accommodating the reasonable needs of the Project. If, as a result of such circumstances, the fabrication is performed outside the region, the fabrication will be performed in shops or assembly yards whose terms and conditions of employment equal or exceed those established in that area under prevailing wage law applicable for the appropriate United Association classification in the locality where the work is performed. The Project Contractor and the Union agree to discuss any other circumstances affecting off-site fabrication contracting purchases where an accommodation is sought and any reasons making it necessary to depart from the conditions set forth.

UA Local 32 will not unreasonably withhold its consent to the terms of this letter without limitations. The parties will make every effort to keep an open channel of communication to insure that both parties are fully informed of the facts affecting the substance of this letter.

Sincerely,

Jeffery J. Owen
Business Manager

JJO/mc
opeiu#8/afl-cio

The Emerald City
SEATTLE, WA

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
LOCAL UNION NO. 46
19802 62ND AVENUE SOUTH KENT, WA 98032
PHONE (253) 395-6500 FAX (253) 872-7059

December 13, 2010

Community Workforce Agreement to the
Emerald Cities Seattle Community Power Works Project

To Whom This May Concern:

This letter will confirm the discussions we had during the negotiation of Emerald Cities Seattle Community Power Works Project and the clarifications we made concerning the application of off site prefabrication of electrical components. Consistent with work claimed by the International Brotherhood of Electrical Workers, the on-site fabrication and installation of electrical components which are traditionally the work of the IBEW members will continue to be recognized as such.

As you know from the discussions in negotiations, for work performed off-site, this work will be performed in the Puget Sound Area, and in shops or at off-site assembly yards employing workers whose terms and conditions of employment equal or exceed those established in the area under prevailing wage laws for employees represented by the IBEW, unless such work is performed otherwise pursuant to the provisions of this letter.

The IBEW recognizes that the timely completion of this project is vital to the City of Seattle, and the Community it is intended to serve. Therefore, if the nature of the work, project schedule, or contracting circumstances make it necessary to obtain fabrication under conditions different than those described above, the IBEW agrees to cooperate in accommodating the reasonable needs of the Project. If, as a result of such circumstances, the fabrication is performed outside the region, the fabrication will be performed in shops or assembly sites whose terms and conditions of employment equal or exceed those established in that area under prevailing wage law applicable for the appropriate electrical workers classification in that locality, where the work is performed. The Project Contractor and the Union agree to discuss any other circumstances affecting off-site fabrication contracting purchases where an accommodation is sought, and any reasons making it necessary to depart from the conditions set forth. The IBEW will not unreasonably withhold its consent to such accommodations, and Local 46 agrees to install on-site any components fabricated pursuant to the terms of this letter without limitation. The parties will make every effort to keep an open channel of communication to insure that both parties are fully informed of the facts affecting the substance of this letter.

Sincerely,

Virgil R. Hamilton, Business Manager
And Financial Secretary
IBEW Local 46

ATTACHMENT "B" – Fire Station 10 Replacement Project, Project Labor Agreement
LETTER OF UNDERSTANDING RE: PREFABRICATION – ARTICLE 5.3

Mr. Doug Tweedy, Executive Secretary
PACIFIC NORTHWEST DISTRICT COUNCIL OF CARPENTERS
25120 Pacific Hwy. South, Ste. #200
Kent, Washington 998032

Re: Fire Station 10 Replacement Project - Project Labor Agreement
Article V. Management's Rights: Prefabrication

Dear Mr. Tweedy:

This letter will confirm the discussions we had during the negotiation of the captioned Project Labor Agreement and the clarifications we made concerning the application of Article V. Section 5.3 of the Agreement. Consistent with the provisions of that Article, the on-site fabrication and installation of interior systems between manufactured components which are traditionally the work of PNW District Council of Carpenter members will continue to be recognized as such.

As you know, from the discussions in negotiations, if done off-site, this work will be performed in shops or at off-site assembly yards employing workers whose terms and conditions of employment equal or exceed those established per Article 23.2 of the Project Labor Agreement for employees represented by the PNW District Council of Carpenters unless such work is performed otherwise pursuant to the provisions of this letter

The PNW District Council of Carpenters recognizes that the timely completion of this project is vital to the City and the Community it is intended to serve. Therefore, if the nature *of* the work, under project schedule, or contracting circumstances make it necessary to obtain fabrication under conditions different than those described above, the PNW District Council of Carpenters agrees to cooperate in accommodating the reasonable needs of the Project. If, as a result of such circumstances, the fabrication is performed outside the region, the fabrication will be performed in shops or assembly yards whose terms and conditions of employment equal or exceed those established in that area under the prevailing wage laws applicable for the appropriate Carpenter classification in the locality where the work is performed. The Project Contractor and the Council agree to discuss any other circumstances affecting off-site fabrication contracting purchases where an accommodation is sought any reasons making it necessary to depart from the conditions set forth above. The PNW District Council of Carpenters will not unreasonably withhold its consent to such accommodations and PNW District Council of Carpenters agrees to install on-site any components fabricated pursuant to the terms of this letter without limitation. The parties will make every effort to keep an open channel of communication to insure that both parties are fully informed of the facts affecting the substance of this letter.

If you agree that this letter accurately sets forth the substance of our understanding and provides the basis for resolving any questions concerning the interpretation and application of Article V. Section 5.3, of the Project Labor Agreement, please indicate your acceptance in the space provided below.

Sincerely,

Thomas G. Peterson, *Vice President*
On behalf of Hoffman Construction Company of Washington

AGREED AND ACCEPTED
On behalf of Pacific Northwest District Council of Carpenters
this 31st day of October, 2005

By: Robert A. Zappone
for Doug Tweedy Executive Secretary

ATTACHMENT "B" – Fire Station 10 Replacement Project, Project Labor Agreement
LETTER OF UNDERSTANDING RE: PREFABRICATION – ARTICLE 5.3

Mr. Steve Pendergrass, Business Manager
IRON WORKERS, LOCAL #86
4550 South 134th Place
Tukwila, WA 98168

Re: Fire Station 10 Replacement Project - Project Labor Agreement
Article V. Management's Rights: Prefabrication

Dear Mr. Pendergrass:

This letter will confirm the discussions we had during the negotiation of the captioned Project Labor Agreement and the clarifications we made concerning the application of Article V. Section 5.3 of the Agreement. Consistent with the provisions of that Article, the on-site fabrication and installation of iron/steel components between manufactured components which are traditionally the work of Ironworker members will continue to be recognized as such.

As you know, from the discussions in negotiations, if done off-site, this work, except for manufactured components such as stairs, handrails and miscellaneous iron, will be performed in shops or at off-site assembly yards employing workers whose terms and conditions of employment equal or exceed those established per Article 23.2 of the Project Labor Agreement for employees represented by the NW DISTRICT **COUNCIL OF IRONWORKERS** unless such work is performed otherwise pursuant to the provisions of this letter

Ironworkers, Local 86 recognizes that the timely completion of this project is vital to the City and the Community it is intended to serve. Therefore, if the nature *of* the work, under project schedule, or contracting circumstances make it necessary to obtain fabrication under conditions different than those described above, the Ironworkers, Local 86 agrees to cooperate in accommodating the reasonable needs of the Project. If, as a result of such circumstances, the fabrication is performed outside the region, the fabrication will be performed in shops or assembly yards whose terms and conditions of employment equal or exceed those established in that area under the prevailing wage laws applicable for the appropriate Ironworker classification in the locality where the work is performed. The Project Contractor and the Union agree to discuss any other circumstances affecting off-site fabrication contracting purchases where an accommodation is sought any reasons making it necessary to depart from the conditions set forth above. The Ironworkers, Local 86 will not unreasonably withhold its consent to such accommodations and Ironworkers, Local 86 agrees to install on-site any components fabricated pursuant to the terms of this letter without limitation. The parties will make every effort to keep an open channel of communication to insure that both parties are fully informed of the facts affecting the substance of this letter.

If you agree that this letter accurately sets forth the substance of our understanding and provides the basis for resolving any questions concerning the interpretation and application of Article V. Section 5.3, of the Project Labor Agreement, please indicate your acceptance in the space provided below.

Sincerely,

Thomas G. Peterson, *Vice President*
On behalf of Hoffman Construction Company of Washington

AGREED AND ACCEPTED
On behalf of Ironworkers, Local 86
this 31st day of October, 2005

By: Steve Pendergrass
Steve Pendergrass, Business Manager