



December 29, 2016

Ms. Lisa Bogardus
Seattle Building Trades Council
6770 East Marginal Way South
Building E, Suite 360
Seattle, WA 98108

**RE: Agreement between Union Square Tenant Services, Inc. and the Seattle/King
County Building & Construction Trades Council dated January 1, 2017**

Dear Ms. Bogardus:

Enclosed is a fully executed original of the above-referenced Agreement between Union Square Tenant Services, Inc. and the Seattle/King County Building & Construction Trades Council for your records.

Sincerely,

A handwritten signature in blue ink, appearing to be "Trina K. Olsen", with a stylized flourish at the end.

Trina K. Olsen
Senior Vice President/Corporate Secretary

Enclosures

cc: Rick Mock
Tim Holt

AGREEMENT

THIS AGREEMENT made and entered into this day of January 1, 2017, by and between UNION SQUARE TENANT SERVICES, INC. (hereinafter referred to as "Employer") and the Seattle/King County Building & Construction Trades Council (hereinafter referred to as the "Council").

WITNESSETH

The parties hereto, in the interest of standardization of conditions of employment, and for purpose of fostering the mutual interest of Employer and the members of the affiliated unions of the Council, hereby agree to and adopt the following rules to govern wages, hours and other conditions of employment of all employees regularly and temporarily employed by Employer to perform maintenance and tenant improvement work in or upon the office and retail complex known as One and Two Union Square, located at 600 University Street and 601 Union Street, Seattle, Washington (the "Property").

RECOGNITION

Employer recognizes the affiliates of the Council as the sole Collective Bargaining Representative of all building tradesmen set forth herein employed by Employer in or about the Property for the purpose of making agreements as to wages, hours, and general conditions of employment and for the adjustments of complaints and grievances.

METHODS OF EMPLOYMENT

The unions affiliated with the Council agree to furnish Employer workmen for all classifications of positions covered by this Agreement (the "Employee"). This includes both regular or "staff" Employees as well as temporary employees. Employer agrees to hire its Employees through the unions affiliated with the Council and to secure its Employees through the office of said unions. In the event the unions are unable to promptly furnish qualified Employees, Employer may hire any persons from the other sources, provided, however, that such Employees apply for clearance from the unions before going to work. The foregoing is not intended to interfere with the right of Employer to employ the mechanic or laborer of his choice.

HOURS AND DAYS OF WORK

A single standard shift operation shall be restricted to the hours between 6:00 A.M. and 6:00 P.M. and eight (8) hours of continuous employment (except for ½ hour lunch period) shall constitute a day's work Monday through Friday of each week.

However, a continuous seven (7) day period may be designated by the Employer for each staff Employee as the staff Employee's regularly scheduled work week. The regular scheduled work week may start on any day and shall consist of five (5) 8-hour (plus ½ hour lunch) or four (4) 10-hour (plus ½ hour for lunch) continuous designated work days and, respectively, two (2) or three (3) consecutive days off. If the Employer is unable to establish a schedule with the existing staff Employees on a voluntary basis, the signatory Unions will dispatch an Employee(s) to work

these shifts, with the understanding that said Employee(s) will be hired as staff employee(s) at the discretion of the Employer.

When due to conditions beyond the control of the Employer or when contract specifications require the work can only be performed outside the standard, then a special shift may be worked by staff and temporary personnel, excluding temporary electricians, at the straight time rate. The starting time of work will be arranged to fit such conditions of work. Such shift shall consist of eight (8) hours of work for eight (8) hours pay.

Two shift operation. On a two consecutive shift operation, no shift penalty is involved for work performed on either of these two shifts. Each shift must be scheduled for at least eight (8) hours. On a two shift operation, the second shift shall be established for a minimum of three (3) days. Temporary electricians will work the electricians inside construction agreement for two shift operation.

OVERTIME

Standard shift work performed in excess of eight (8) hours per day, or forty (40) hours per week, Monday through Friday, and all work on Saturdays shall be paid at time and one-half the straight time rate. All work performed on Sundays shall be paid at double the straight time of pay. There will be no pyramiding of overtime.

Within the continuous seven (7) day period, work performed by staff Employees in excess of eight (8) hours per day or ten (10) on a 4 day work week or forty (40) hours per week during their regular schedule, shall be paid at time and one-half the straight time rate. Any work performed by staff Employees on the first designated day off (in the event the staff employees has two (2) designated days off) or the first two (2) designated days off (in the event the staff employee has three (3) designated days off) shall be paid at the rate of time and one-half (1 ½). Any additional work performed by the staff Employees, on the second designated day off (in the event the staff Employee has two (2) designated days off) or the third designated day off (in the event the staff Employee has three (3) designated days off) shall be paid at rate of double time.

HOLIDAYS

New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, or, if such holiday falls on a Sunday and the following Monday is observed as such holiday in lieu thereof, then such Monday shall be a legal holiday under this Agreement. If such holiday falls on a Saturday and the previous Friday is observed as such holiday in lieu thereof, then such Friday shall be a legal holiday under this Agreement. A staff Employee who does not work on such a legal holiday shall be paid at this regular rate of pay, provided he shall have worked the day before and the day after such holiday, if he was scheduled to work on such days. Staff Employees who work on a holiday shall be paid their corresponding wage rate in addition to holiday pay.

VACATIONS

Each staff Employee covered by this Agreement shall be eligible for ten (10) days vacation with pay after one (1) year of continuous employment. Vacation time will be

accumulated at .833 days per month employed. After staff Employee has worked in a staff capacity for ten (10) years they shall be eligible for fifteen (15) days vacation with pay after each year of continuous employment. Vacation time will be accumulated at 1.25 days per month employed after 10 years of employment. If a staff Employee's services are terminated before such anniversary date he shall, at the time such termination, be paid, in lieu of vacation, on a prorated basis for the proportionate part of his vacation.

Staff Employees who are laid off or without work through no fault on the part of the staff Employee will not suffer a break in length of service for vacation purposes provided they are rehired at staff capacity within six (6) months of the date of the lay off. However, no vacations will accrue during that period of time.

TEMPORARY EMPLOYEES

It is agreed that all temporary Employees hired by Employer shall be cleared through the respective unions affiliated with the Council and shall be paid the regular hourly rate as established by the individual crafts signatory to this Agreement. A staff Employee, on the other hand, is one who is expressly designated by the Employer as regularly employed under the terms of this Agreement. The unions shall be notified of all temporary and staff Employees hired. Apprentices may be hired according to the apprentice standards of each local union.

SUBCONTRACTING

Whenever Employer shall perform work within the jurisdiction of this Agreement pursuant to a contract with a third party, Employer will use a contractor considered signatory by the Seattle/King County Building & Construction Trades Council. The only exception would be in the event Employer determined that the sole supplier and installer of a specified product is non-union.

WAGE SCALE

Wages paid under this Agreement to staff Employees shall be as follows for the classifications shown:

<u>Craft</u>	<u>Per Hour</u>
Carpenters	87% of construction scale
Painters	87% of construction scale
Laborers	87% of construction scale
Electricians	87% of construction scale
Plumbers	87% of construction scale
Plasterers	87% of construction scale
Plasterers Hodcarriers	87% of construction scale
Foreman for all crafts	100% of construction scale

The construction scale shall be defined as the hourly rate paid exclusive of any amounts for fringes such as, but not limited to, retirement plans, health and welfare, vacation, apprentice fees, etc.

Fractions up to and including .0024 shall be dropped and rates paid to the lower full cent .01. Fractions from .0025 to and including .0074 shall be recognized as the half cent .005. Fractions from .0075 shall raise the rates to higher full cent .01.

As casual repairs or minor additions may be performed by a single craft designated by Employer, when performed to expedite a job or make it more efficient, such craftsmen shall be paid at their regular classification rate.

JURISDICTION OF AGREEMENT

It is understood that this Agreement shall cover all maintenance and tenant improvement services for the Property to the extent the Employer provides services. It is further understood that this Agreement shall cover only the Employer, shall not be deemed to apply to any other entity related or affiliated with Employer, and that other employers (whether affiliated with Employer or not) may hire personnel and shall not be bound by this Agreement.

ARBITRATION OF DISPUTES

All disputes regarding the term of this Agreement shall be settled in accordance with the provisions hereinafter provided.

Disputes over interpretation of the Agreement shall be referred to the Seattle/King County Building & Construction Trades Council and an appropriate representative of Employer within fifteen (15) days of the occurrence of the incident giving rise to the dispute. If no mutually satisfactory settlement can be found, an arbitration committee of three (3) persons shall be established – consisting of one (1) person designated by Employer, one by the Council, and a third to be agreed upon by both parties. The decision made by this committee shall be final and binding on both parties.

There shall be no strikes, work stoppages, slow downs, interruptions, or delays of work of any nature including, but not limited to, jurisdictional strikes, sympathy strikes or economic strikes during the life of this Agreement.

HEALTH, SECURITY, RETIREMENT AND VACATIONS

Employer shall monthly pay to the trustee or other custodian of the Health and Security Plan and Retirement Plan (and Vacation Plan of temporary employee) of each craft union which is a party to this Agreement, a sum equal to the number of hours worked for such Employer under this Agreement during the preceding calendar month by members of such union multiplied by the cents per hour for the respective unions.

MANAGEMENT RIGHTS

It is agreed that the customary and usual rights, powers, functions and authority of management are vested in management officials of the Employer. Included in these rights in accordance with and subject to applicable laws, regulations, and the provisions of this Agreement, are the right to direct the work force, to set standards of performance and/or the

services to be rendered according to customary duties of the position; the right to hire, promote, retain, transfer, and assign Employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against Employees; and the right to release Employees from duties because of lack of work or for other legitimate reasons. The Employer shall retain the right to maintain efficiency of the Employer operation by determining the methods, the means, and the personnel by which operations undertaken by the Employees in the unit are to be conducted.

The Employer shall have the right to make reasonable rules and regulations and shall be considered an acknowledged function of the Employer. In making rules and regulations relating to personnel policies, procedures and practices, and matters of working conditions, the Employer shall give due regard and consideration to the rights of the Council, the Employees, applicable laws and regulations, and to the obligations imposed by this Agreement.


The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth. The Employer, therefore retains all legal rights not specifically covered by this Agreement.

TERMS OF AGREEMENT

This Agreement shall be in effect from January 1, 2017 to December 31, 2019. This Agreement shall continue in effect from year to year thereafter, provided, however, that the Agreement shall be subject to termination or reopening under the following conditions:

1. Either party may seek to reopen this Agreement or to terminate this Agreement upon giving at least sixty (60) days prior notice in writing to the other party before the end of any calendar year (December 31). Such failure will not affect the right to terminate as set forth below.
2. The Employer may terminate this Agreement upon giving at least thirty (30) days prior notice in writing at any time during the term of this Agreement if the Employer's contract with the owner of the property of One and Two Union Square is terminated. The Employer agrees that if the Employer's contract with the owner of One and Two Union Square is canceled, the Employer will provide the Council as much notice as possible, but not less than thirty (30) days.


FOR THE UNIONS:




Monty Anderson, Seattle Building
& Construction Trades Council




IUPAT District Co. 5, Representative for the Painters




UA Plumbers & Pipefitters Local 32



PNW Regional Co. of Carpenters



Laborers Local 242



IBEW Local 46, Representative for the Electricians

FOR THE EMPLOYER:

UNION SQUARE TENANT
SERVICES, INC.

By: 

Tim Holt, Authorized Signatory