



King County

Project Labor Agreement

for the

**King County Children and Family
Justice Center**

December 13, 2016

PROJECT LABOR AGREEMENT

FOR THE

**King County Children and Family Justice Center
Project**

BETWEEN

BALFOUR BEATTY CONSTRUCTION LLC dba HOWARD S. WRIGHT

AND

SEATTLE/KING COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL

NORTHWEST CONSTRUCTION ALLIANCE

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ARTICLE 1 - PREAMBLE

1.1

This Project Labor Agreement (hereinafter, the "PLA") is entered into on December 13, 2016 by and between, Balfour Beatty Construction LLC dba Howard S. Wright, (hereinafter "Contractor"), for and on behalf of themselves and their Sub-contractors (hereinafter Sub-contractor), and the Seattle/King County Building and Construction Trades Council and the Northwest Construction Alliance and the Local Unions who become signatory hereto with respect to the construction of the King County Children and Family Justice Center (the "Project"), who become signatory hereto (hereinafter, collectively called the "Union(s)" or "Local Union(s)") with respect to the construction of King County Children and Family Justice Center.

Nothing in this PLA shall modify, amend, or supersede any of the provisions set forth within the Contract between King County and the selected Contractor and its Sub-contractors, as identified within Contract C00863C13.

1.2

It is understood by the parties to this PLA that if this PLA is accepted by the King County or his authorized representative, it will become the policy of King County that the construction work covered by this Agreement will be contracted exclusively to the Contractor and its Sub-contractors, of any tier, who agree to execute and be bound by the terms of this Agreement. The Contractor, through a 3rd party PLA Administrator, will monitor and administer the compliance with this PLA by all Sub-contractors of every tier, who through their execution of a Letter of Assent binds them to this PLA.

1.3

King County will implement this PLA by including appropriate provisions in the Contract Documents for Covered Work, as hereinafter defined. As a result, the successful Contractor, and its Sub-contractors, of any tier, performing Covered Work will become party to this Agreement.

1.4

This PLA represents the complete understanding of the parties, and no Contractor or Sub-contractor is or will be required to sign any other agreement with a signatory Union as a condition of performing work within the scope of this Agreement. It is understood that this Agreement constitutes a self-contained, stand-alone agreement. No practice, understanding or agreement between a Contractor or Sub-contractor and a Union party which is not specifically set forth in this Agreement will be binding on any other party except that if the PLA is silent on any issue the local crafts collective bargaining agreement (CBA) shall prevail.

1.5

The Unions agree that this PLA will be made available to, and will fully apply to, any successful contractor for work who becomes signatory hereto, without regard to whether that successful contractor performs work at other sites on either a Union or a non-Union basis, and without regard to whether employees of such contractor are or are not members of any project or at any location other than the project site as defined in this PLA. The Unions hereby pledge to work cooperatively with all businesses awarded work governed by this PLA, despite any other dispute they may have with a business over, for example, trust or benefit payments that arose on non-covered work.

ARTICLE 2 - PURPOSE

2.1

The purpose of the PLA is to implement a formal agreement between the parties to insure that all construction work at the Project, and operation of the existing facility, will proceed continuously and without interruption, efficiently, economically, and with due consideration for the protection of labor standards, wages and working conditions.

2.2

In recognition of the special needs of this Project and to maintain a spirit of harmony, labor-management peace and stability during the term of this PLA, the parties agree to establish and put into practice effective and binding methods for settlement of all misunderstandings, disputes or grievances that may arise between any Contractor, Sub-contractors, and the Unions, or their members, to the end that the Owner is assured of complete continuity of its operations and construction without slowdown or interruption of any kind. The PLA Administrator shall monitor the compliance of this Agreement by the Contractor who, through their execution of the Agreement, or a Letter of Assent binding them to this Agreement, together with their Sub-contractors, shall have become bound hereto.

2.3

The parties are committed to providing open access to procurement opportunities for all contractors and to assuring an adequate supply of craft workers possessing the requisite skills and training in order to provide the Owner a project of the highest quality.

ARTICLE 3 - RECOGNITION

Union Recognition

The Contractor recognizes the signatory Unions are the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this PLA. This sub-section shall not alter the preexisting legal status of any bargaining relationship between any individual Contractor and signatory Union.

ARTICLE 4 - SCOPE OF AGREEMENT

4.1

This PLA shall apply and is limited to all new construction as defined in this Article and performed by those Contractor(s) and their Sub-contractor(s) of any tier who have been awarded contracts for such work, or for whom bids have been received for contracts on or after the effective date of this PLA and covering construction, including rework, and other construction related activities originating on site and necessary to the Project as described herein ("Covered Work"). This PLA shall also apply to any art work installed by the Contractor or its Sub-contractors. Any work defined in RCW 39.12 will be subject to the PLA.

It is agreed that the Contractor shall require all Sub-Contractors of whatever tier who have been awarded contracts for work covered by this Agreement, to accept and be bound by the terms and conditions of this PLA by executing the Letter of Assent (Attachment A) prior to commencing work. The Contractor shall assure compliance with this Agreement by the Sub-Contractors. It is further agreed that, if the PLA is silent on any issue the local crafts CBA shall prevail. Where there is a conflict, the terms and conditions of this PLA 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 National Transient Division 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 Articles 14, 18 and 19 of this PLA, which shall apply to such work.

The fabrication or assembly, off-site, of (1) electrical components which are traditionally the work of IBEW members, (2) iron/steel components (except for manufactured components such as stairs, handrails and miscellaneous iron) which are traditionally the work of the Ironworker members, (3) pre-fabrication piping, hangers and accessories(excluding catalog items) which are traditionally the work of UA members, (4) sheet metal components which are traditionally the work of SMWIA members and (5) structural/architectural systems which are traditionally the work of PNW Regional Council of Carpenter members will be performed in shops or at off-site assembly yards employing workers whose terms and conditions of employment equal or exceed those established for employees as stipulated by the Project Labor Agreement. Conduit and back-boxes securely installed by the door frame manufacturer for installation of security electronics are excluded from this PLA, which conduit and back-boxes shall be pre-assembled by Contractor's detention equipment subcontractor pursuant to industry standards. If 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 the King County area under the prevailing wage laws applicable for the appropriate classification in the locality where the work is installed.

It is understood that this is a self-contained, stand alone, PLA and that by virtue of having become bound to this Project Labor Agreement, neither the Contractor nor the Sub-Contractors will be obligated to sign any other local, area, or national agreement.

4.2

Items specially excluded from the scope of the Agreement include the following:

- (a) Work of non-manual employees, including but not limited to, superintendents, supervisors, assistant supervisors, staff engineer inspectors, quality control and quality assurance personnel, timekeepers, mail carriers, clerks, office workers, including messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, community relations or public affairs, environmental compliance, and suppliers and vendors who furnish and/or deliver finished goods.
- (b) Artists performing work that is not subject to prevailing wage. All artwork shall be reviewed by the PAC a minimum of 120 days prior to installation.
- (c) Furniture, fixtures, and equipment installers retained by the Owner and/or Contractor, performing work not ordinarily done by the signatory Local Unions.
- (d) Employers and their Employees controlled by the Owner.
- (e) Employees engaged in any work performed on or near, or leading to or into, the Project Site by State, County, City or other governmental bodies, their retained contractors, or by public or private utilities or their contractors, or by other public agencies or their contractors.

- (f) Employees engaged in maintenance on leased equipment and on-site supervision of such work.
- (g) Employees engaged in warranty functions and warranty work, and on-site supervision of such work.
- (h) Startup, testing and commissioning personnel employed by the Contractor or the Owner, Laboratory for specialty testing or inspections not ordinarily done by the signatory Local Unions. Note that start-up, commissioning, test, adjust and balance work is in the scope of signatory Local Unions and is not excluded.
- (i) All off-site manufacture of materials, equipment, or machinery except as identified in Section 4.1.
- (j) Non-construction support services contracted by the Owner or the Contractor in connection with this Project.
- (k) All employees, sub-consultants and agents of the design teams or any other consultants of the Owner for specialty testing, architectural/engineering design and other professional services.

All employees, sub-consultants and agents of the design teams or any other consultants of the Contractor for specialty testing, architectural/engineering design and other professional services not defined in RCW 39.12.

- (l) Any work on the Project site that is not funded by the King County Children and Family Justice Center levy, such as ongoing Capital Projects within the existing Youth Services Center structures or separate contracts not covered by Contract C00863C13 CFJC. To avoid conflict and confusion, the Owner will provide notice of such work to the Project Administrative Committee (PAC) prior to commencement of that work.

4.3

None of the provisions of this PLA shall apply to the Owner and nothing contained herein shall be construed to prohibit or restrict the Owner, or their employees from performing work not covered by this PLA on the Project site. As areas and systems of the Project are inspected and construction tested by the Contractors and accepted by the Owner, the PLA shall not have further force or effect on such items or areas, except when the Contractors is directed by the Owner to engage in repairs, modifications, checkout and/or warranty functions required by its contract.

4.4

The Owner or the Contractor, as appropriate, has the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or non-existence of any contracts or collective bargaining agreement between such bidder and any party to this PLA: provided that, except as provided under Article 7 such bidder shall be willing, ready and able to execute and comply with this PLA should it be designated the successful bidder.

4.5

It is understood by the parties that the Owner may at any time and in its sole discretion determine to add, modify or delete facilities. If facilities are added to the Project scope, they would be automatically covered by this Agreement.

The provisions of this PLA shall apply to the construction of the King County Children and Family Justice Center Project, notwithstanding the provisions of local, area and/or national agreements which may conflict or differ

from the terms of this PLA. Where a subject covered by the provisions of this PLA is also covered by a conflicting provision of a collective bargaining agreement, the provisions of this PLA shall prevail.

4.6

This PLA shall only be binding upon the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

4.7

It is agreed that all contractors, who have been awarded contracts for work covered by this PLA that is bid and awarded after the effective date of this PLA shall be required to accept and to be bound by the terms and conditions of this PLA, and shall evidence their acceptance by the execution of a Letter of Assent, prior to the commencement of work. A signed copy of the Letter of Assent executed by any Contractor shall be immediately transmitted to the signatory Local Unions prior to the dispatch of employees to the job site.

4.8

The Unions agree that this PLA does not have the effect of creating any joint employment status between or among the Owner, the Contractor or any of their Sub-contractors.

4.9

None of the provisions of this PLA shall apply to King County and nothing contained herein shall be construed to prohibit King County or its employees from performing their routine work on the Project Site. King County employees will not perform work which is covered by the terms of this PLA.

4.10

It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any and all portions of the Covered Work at any time in accordance with the Design-Build Agreement; if the work is terminated then this PLA shall become null and void.

ARTICLE 5 - UNION REPRESENTATION

5.1

Authorized representatives of the Unions shall have reasonable access to the Project, provided they do not interfere with the work of employees, and further provided that such representatives fully comply with the visitor, safety and security rules and any environmental compliance requirements established for the Project, which shall be subject to review by the Project Administrative Committee (as described in Article 8). It is understood that because of the scope of the Project and the type of work being undertaken, all visitors will be required to check in and may be limited to certain times or areas. They may also be required to be accompanied at all times while on the Project Site. However, in such circumstances, project workers shall be allowed to confer privately with their authorized Union representatives. The Contractors recognize the right of access set forth in the Section and such access will not be unreasonably withheld from an authorized representative of the Union.

5.2

The Unions signatory hereto shall have the right to designate a Steward for each any contractor signatory with that craft type, one (1) working journeyman as Steward for all related craft personnel, who shall be recognized as the Union's representative for a signatory hereto. Such designated Stewards shall be a qualified worker

assigned to a crew and shall perform the work of their craft. Under no circumstances shall there be a non-working Steward on the Project.

5.3

The working Steward will be paid at the applicable prevailing wage rate for the job classification in which he/she is employed.

5.4

The Union may appoint a Steward for each shift, should multiple shifts be utilized.

5.5

A Steward for each craft of the signatory Unions employed on the Project shall be permitted on the Project site at all times. They shall not be subjected to discrimination or discharge on account of proper Union activities. The Unions agree that such activities shall not unreasonably interfere with the Steward's work for the Contractor or its Sub-contractors.

5.6

It is recognized by the Contractor that the employee selected as Steward shall remain on the job as long as 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 be responsible for notifying the Unions prior to terminating a Steward as follows:

For Cause or Voluntary Quit	As soon as possible after it becomes known to the Contractor either by telephone call or electronic means.
Reduction in Force	48 Hours prior written notice

5.7

The Steward may not cause or encourage work stoppage, and, if found guilty of instigating such action, will be subject to discipline by the Contractor, and/or the Contractor's Sub-contractors, up to and including discharge or/and removal from the Project.

5.8

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

5.9

The Steward shall be given the option of working all reasonable overtime within his/her craft and shift providing he/she is qualified to perform the task assigned.

ARTICLE 6 - MANAGEMENT RIGHTS

6.1

Subject to the terms of this PLA, the Contractor and the Contractor's Sub-contractors retain full and exclusive authority for the management of its operations. The Contractor and the Contractor's Sub-contractors shall direct their working forces at their sole prerogative, including, but not limited to, hiring, promotion, transfer, lay-off discipline or discharge for just cause; the selection of foremen and general foremen; the assignment and scheduling of work; the promulgation of reasonable work rules shall be subject to the review of the Project Administrative Committee (as described in Article 8); and, the requirement of overtime work, the determination of when it will be worked and the number and identity of employees engaged in such work. No rules, customs, or practices, which limit or restrict productivity, efficiency or the individual and/or joint working efforts of employees shall be permitted or observed.

6.2

No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Contractors and the Contractor's Sub-contractors may, in its sole discretion, utilize the most efficient method or techniques of construction, tools, or other labor-saving devices.

6.3

The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth. The Contractors and the Contractor's Sub-contractors therefore, retain all legal rights not specifically covered by this Agreement.

6.4

Except as otherwise expressly stated in this PLA there shall be no limitation or restriction upon the Owner or the Contractor's choice of materials or design, nor, regardless of source or location upon the full use, and installation and utilization of equipment, machinery, package units, pre-casts, pre-fabricated, prefinished, or pre-assembled materials, tools, or other labor-saving devices. The Owner or the Contractor may without restriction install or otherwise use materials, supplies or equipment regardless of their source. The on-site installation or application of such items shall be generally performed by the craft having jurisdiction over such work. Provided, however, it is recognized that other personnel having special talents or qualifications may participate in the installation, check-off or testing of specialized or unusual equipment. If there is any disagreement between the Contractor and the Union concerning the manner or implementation of such device or method of work, the implementation shall proceed as directed by the Contractor and the Union shall have the right to grieve and/or arbitrate the dispute as set forth in Article 19 of this PLA.

ARTICLE 7 - PRE-JOB CONFERENCES

7.1

The Contractor and the Contractor's Sub-contractors at all tier levels shall be required to hold a pre-job meeting at least two (2) weeks prior to the commencement of construction activities including any additions or expansion of the original scopes on the Project. The Contractor agrees that all Sub-contractors will be required to arrange such a pre-job conference through the Owners PLA Administrator. In addition to the information developed relative to the scope of work and trade craft assignments at the pre-job conference, the Contractor and its Sub-contractors will present all information available regarding starting date for the work, duration of job, estimated peak employment and any other conditions deemed peculiar to the particular contract or subcontract.

7.2

The Contractor and any of its Sub-contractors who fail to hold such pre-job conference prior to the commencement of work shall be considered in violation of this PLA. The appropriate Building Trades Council and/or NCA representative shall immediately advise the PLA Administrator of this violation who will take corrective action pursuant to the Owner's contract provisions with the Contractor.

ARTICLE 8 - PROJECT ADMINISTRATIVE COMMITTEE

8.1

The parties to this PLA hereby recognize the necessity of cooperation and the elimination of disputes, misunderstandings or unfair practices on the part of any party, and to secure this end, it is hereby agreed that a Project Administrative Committee (PAC) shall be established to be comprised of the Contractor's representatives, the Unions party to the PLA, a representative of the Building Trades Council, the NCA and the PLA Administrator who shall meet at the Building Trades Council's office according to a mutually agreeable monthly schedule. Representatives of Sub-contractors, at every tier level, may also be required to attend PAC meetings. The PLA Administrator shall serve as the chair of the PAC. The Unions shall at such meetings present facts concerning any violations of any part of the PLA by the Contractors or its Sub-contractors. Additionally, the Unions agree to notify the PLA Administrator upon discovery of a potential violation of this PLA. They shall also bring up any practice by the Contractors or the Contractor's Sub-contractors, which in their opinion might lead to a misunderstanding or dispute between the parties. The Contractors or the Contractor's Sub-contractors shall bring in any complaints regarding failure of any employee or employees, or of the Unions to carry out any and all provisions of the PLA.

8.2

Any agreement or resolutions reached pursuant to the preceding paragraph shall not supersede, alter, modify, amend, add to or subtract from this Agreement unless specifically expressed elsewhere in this Agreement. Prior to being effective any amendments or revisions to this PLA shall be in writing and signed by all the parties hereto.

8.3

All parties signatory to this PLA acknowledge the importance of attendance and active support of the Project Administrative Committee and agree to participate in the meetings as their responsibility on the Project requires.

8.4

The Administrative Committee shall meet as required, but not less than once each month, to review the operation of the PLA.

8.5

This Committee shall be convened within 48 hours on an emergency basis at the request of any party to the PLA.

ARTICLE 9 - HIRING PROCEDURES

9.1

It is agreed that affirmative action shall be taken to afford equal employment opportunity to all qualified persons without regard to race, creed, color, sex, age, marital status, religion, sexual orientation, ancestry, veteran status, disability or national origin. This shall be applicable to all matters relating to hiring, training, promotion, transfer or termination of employees. Furthermore, the parties agree to cooperate to the fullest extent to achieve the intent and purpose of the applicable regulations of Title VII, Civil Rights Act of 1964, and Executive Order No. 11246, or such laws or Executive Orders as may supersede them. This Agreement is subordinate to the Equal Employment/Affirmative Action Resolutions and Apprenticeship Program requirements for the Project. To the extent the Contractors and its Sub-contractors, despite reasonable efforts, are unable to meet the objectives and requirements set forth in this Article through use of craft employees represented by any Union signatory, the Contractors and its Sub-contractors shall be allowed to recruit from any other source and such recruits will have seven (7) days to join the applicable Local Union.

9.2

The Contractors shall have the right to determine the competency of all employees, the number of employees required and shall have the sole responsibility for selecting employees to be laid off, consistent with Article 9.3 below.

9.3

- (a) For Local Unions now having a job referral system, the Contractors agree to comply with such system and it shall be used exclusively by all Contractors and their Sub-contractors. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and nondiscrimination, and referrals shall not be affected by obligations of Union membership or the lack thereof.
- (b) The Contractors may reject any referral for any lawful nondiscriminatory reason, provided they comply with Article 10.8 regarding reporting pay.

9.4

In the event that Local Unions are unable to fill any request for employees within forty-eight (48) hours after such request is made by any contractor (with the exception of Saturdays, Sundays, and holidays), the Contractor may employ applicants from any other available source. The Contractor shall inform the Union in writing of the name and social security number of any applicants hired from other sources and shall refer the applicant to the Local Union for dispatch to the Project, and such applicant will have seven (7) days to join the Local Union.

9.5

Failure of an employee to pay or tender fees or dues as required by this Article shall, upon the request of the Union in writing, result in the immediate termination of such employee.

9.6

Except as required by law, the Local Unions shall not knowingly refer an employee currently employed by any Contractor working under this PLA to any other Contractor.

9.7

The parties recognize the Owner's commitment to provide opportunities to participate on the Project to business enterprises which may not have previously had a relationship with the Unions signatory to this PLA. To ensure that such enterprises will have an opportunity to employ their "core" employees on this Project, the parties agree that in those situations where any contractor, not a party to a current collective bargaining agreement with the signatory Union having jurisdiction over the affected work is a successful contractor, such Contractor, or their Sub-contractor, may request by name, and the Local will honor, up to a maximum of three (3) designated core employees, provided that the Contractor first demonstrate that those persons possess the following qualifications:

- (a) possess any license required by state or federal law for the Project work to be performed.
- (b) have worked a total of at least one thousand (1,000) hours in the construction craft during the prior three (3) years.
- (c) were on the Contractor's active payroll for at least sixty (60) out of the one hundred eighty (180) calendar days prior to the Contract Execution.
- (d) have the ability to perform safely the basic functions of the applicable trade.

9.8

Core employees who meet the aforementioned qualifications will be dispatched as follows:

- (a) The Contractor or Sub-contractors may request by name, and the Union will honor by referral, up to a maximum of three (3) designated core employees on an alternating basis with the Contractor or its Sub-contractors selecting first.

- Core Employee
- Union Referral
- Core Employee
- Union Referral
- Core Employee
- Union Referral

All subsequent referrals will be through the respective Union hiring hall.

- (b) It is agreed that specific terms and conditions governing hiring and assignment of Union workers in supplement to small Contractors existing core employees (who would be displaced by the local referral procedure) may be negotiated jointly by the Contractor and applicable local Union.
- (c) For the duration of the Contractor's work the ratio of "Core" employees to hiring hall referrals shall be maintained and when the Contractor's workforce is reduced, employees shall be reduced in the same ratio as was applied in the initial hiring.
- (d) The Contractor and any of its Sub-contractors attempting to circumvent the hiring provisions of this PLA by misclassifying any of its employees as supervisors or foremen shall forfeit their right to employ "Core" employees on this project.

- (e) No "Core" employee covered by this PLA shall be required to join any Union as a condition of being employed on the Project; provided, however, that an employee who is a member of the referring Union at the time of the referral shall maintain that membership in good standing while employed under the PLA. All Core employees not currently a member of the appropriate Union signatory to this PLA shall, however, be required to pay a representational fee equal to 94% of the regular dues of the appropriate Union, for the period during which they are performing covered work. The Contractors agree to deduct Union dues or representation fees, whichever is applicable, from the pay of any employee who executes a voluntary authorization for such deductions and to remit the dues or fees to the Union(s).

9.9

The selection of craft foremen and/or general foremen and the number of such foremen and/or general foremen required shall be entirely the responsibility of the contractors. Craft foremen shall be designated working foremen at the request of the contractors. Craft workers covered by this PLA will, in the normal day-to-day operations, take their direction and supervision from their foreman.

ARTICLE 10 - HOURS OF WORK, OVERTIME, SHIFTS, HOLIDAYS

10.1 Hours of Work

Eight (8) hours shall constitute a standard work day. Five days, Monday through Friday, shall constitute a standard work week. Standard shift workday shall be worked between the hours of 6:00 a.m. to 6:00 p.m. Monday through Friday for first shift with one-half hour unpaid lunch period. If a Saturday shift is required, work performed shall be between the hours of 6:00 a.m. to 6:00 p.m. at the applicable overtime rate. The Contractor may vary the start time to take advantage of daylight hours, weather conditions or shifts, to permit an even and manageable flow of workers to the jobsite. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week. Notification of change in hours of work will be given to the Union in writing five (5) days prior to implementation. Work hours shall be uniform for all crafts.

10.2 4/10 Work Schedule

The Contractor, in accordance with the appropriate collective bargaining agreement, may elect to work a four ten-hour day schedule ("4/10"), Monday through Thursday or Tuesday through Friday. Ten (10) hours, between 6:00 a.m. and 6:00 p.m., shall constitute a workday on a 4/10 schedule. Any 4/10 schedule must be worked for a minimum of two (2) weeks. The Contractor shall contact the PLA Administrator and the Union to notify them of which shift they will be using.

10.3 Lunch Period

The Contractor and its Sub-contractors will schedule an unpaid meal period of not more than one-half (1/2) hour's duration at the work location approximately at the midpoint of the scheduled work shift.

1. Any employee required to work through the regularly established lunch period shall be paid an additional one-half (1/2) hour at the applicable overtime rate and shall eat their lunch on the Contractor's time.
2. By mutual agreement between the Union and the Contractor an additional hour of overtime pay may be provided in lieu of above.

3. Employees required to work more than two (2) hours after the end of the regular eight (8) hour shift or one (1) hour after the end of the regular four (4) tens (10), ten (10) hour shift shall be furnished a meal and paid one-half (1/2) hour at the applicable wage rate and every five (5) hours thereafter, employees shall be given time for a meal. Mealtime shall be paid at the regular overtime rate and adequate lunch be provided by the Employer at the job site.
4. By mutual agreement between the Union and the Contractor an additional hour of overtime pay may be provided in lieu of above.

Break periods will be in accordance with applicable Washington State laws/rules and regulations.

10.4 Shifts

Shift work may be performed at the option of the Contractor upon three (3) working days' prior written notice to the Union(s) and the PLA Administrator, and shall continue for a period of not less than five (5) working days. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (1/2) hour non-paid lunch period and shall be paid at the regular rate of pay.

10.5 Overtime

Except as otherwise required by the applicable prevailing wage determination, overtime will be paid at the rate of one and one-half (1-1/2) times the applicable straight-time hourly rate for work performed by an employee in excess of eight (8) hours daily, Monday through Friday on a five eight-hour day schedule, or for work performed in excess of ten (10) hours daily, Monday through Thursday or Tuesday through Friday, on a four ten-hour day schedule, or forty (40) hours per week. All work on Saturday, Sunday and holidays will be paid at the applicable overtime calculation rate as required by RCW 39.12. There will be no restriction on the Contractors' scheduling of overtime or the non-discriminatory designation of employees who will work the available overtime. There shall be no pyramiding of overtime pay under any circumstances.

10.6 Holidays

Holidays shall be in accordance with the Prevailing Wage statute by craft, but at a minimum shall include the following: (1) New Year's Day, (2) Martin Luther King's Birthday, (3) Memorial Day, (4) Fourth of July, (5) Labor Day, (6) Thanksgiving Day and (7) Friday after Thanksgiving Day and (8) Christmas Day. Recognized holidays under this PLA shall be celebrated on the date the holiday is celebrated by the Owner. Work may be performed on Labor Day when circumstances warrant, i.e. the preservation of life and/or serious property damage. There shall be no paid holidays. If employees are required to work on a holiday, they shall receive the appropriate overtime rate as provided for by RCW 39.12.

10.7

It will not be a violation of the PLA when the contractors consider it necessary to shut down the project in whole or in part to avoid the possible loss of human life because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the Contractors or the Sub-contractors requests employees to stand by, the employees will be compensated for the stand by time as per the provisions of Article 10.8(a).

10.8 Reporting Time (Show-Up Time)

- (a) **Reporting Pay.** Employees reporting for work and for whom no work is provided, except when given notification, two (2) hours prior, not to report to work, shall receive two (2) hours pay at the regular straight-time hourly rate. Employees who are directed to start work shall receive four (4) hours pay at the regular straight time hourly rate. Employees who work beyond four (4) hours, shall be paid for actual hours worked. Whenever reporting pay is provided for employees, they may be required to remain at the Project site available for work for such time as they receive pay, unless released earlier by their supervisor. Each employee shall furnish his/her Contractor with his/her current address and telephone number, and shall promptly report any changes in each to the Contractor. When an employee is sent to the jobsite from the Union referral facility in response to a request from the Contractor for an employee for one (1) day and starts work at the designated starting time for his/her shift, the employee will be paid a minimum of eight (8) hours for that day.
- (b) **Make-up Day.** If the project is shut down by the General Contractor and the employees are unable to perform work for forty (40) hours in any workweek due to weather or other conditions over which the General Contractor has no control, the Contractor(s) may, to the extent permitted by the applicable local Collective Bargaining Agreements, schedule a make-up day (Saturday for 5/8 schedule; Friday or Monday for 4/10 schedule). All hours worked on a make-up to complete the forty (40) hours for the standard workweek shall be paid at the straight time rate of pay. Any hours in excess of the standard workweek worked on Saturday shall be paid at time and one-half the straight time rate of pay. For make-up day work, the full crew must be scheduled. The make-up day may not be utilized on an individual employee basis or to make up holidays. Make-up days are voluntary and should a crew member decline the make-up day's work, the Contractor may select a member of another crew as a replacement, or allow the crew to work without the regular crew member. All make-up day work will be scheduled for a full work day.
- (c) **Discharge Departure.** When an employee leaves the job or work location of his/her own volition or is discharged for cause or is not working as a result of any contractor's invocation of Article 10.7, the employee shall be paid only for actual time worked.
- (d) **Premium Rate Day.** In all cases, if the employee is reporting on a day on which an overtime rate is paid, reporting pay shall be calculated at that rate.

10.9 Project Security

In the event the Contractor and Owner deem it necessary the parties agree, as part of the Project Security Plan, as required in Division 01, Section 01 35 50 Contract Documents, to develop a mutually acceptable system for employee verification for checking in and out of the Project site.

In the event that Project workers become subject to harassment or similar disturbances when ingressing or egressing from the Project Site due to public opposition, the Contractor shall shuttle workers to and from inside the Project Site to designated nearby parking lots being provided by Contractor per Section 15.8. If shuttle service becomes necessary, they will be provided as follows:

- From 30 minutes prior to shift to 30 minutes after shift start.
- From 30 minutes prior to shift end to 30 minutes after shift end.

Mid-shift transportation to parking areas shall be provided by the Contractor to workers on an as needed basis

ARTICLE 11 - APPRENTICESHIP

11.1

The parties recognize the need to maintain continuing support of apprenticeship programs designed to develop adequate numbers of competent workers in the construction industry. Such programs enable workers to enter the labor pool fully qualified to earn a family wage on construction jobs. The Unions agree to support and to enhance such programs to provide training and job opportunities to these new work force entrants. The Contractors will employ apprentices in their respective craft to perform work customarily performed by the craft in which they are registered and within their capabilities.

11.2. Apprenticeship Requirements and Utilization Goals

Consistent with any restrictions contained in applicable state or federal law and regulations, including those governing equal employment opportunity, prevailing wage and apprenticeship requirements and limitations, the parties will jointly use good faith efforts to meet or exceed the following project requirement for apprenticeship utilization:

- (a) The Contractor and the Sub-contractors at all tier levels shall be required to make good faith efforts to achieve a requirement of 15% of all labor hours to be performed by apprentices on their particular contract or subcontract.
- (b) "Good faith efforts" means the strongest possible efforts that the Contractor and its Sub-contractors can reasonably make to meet the established apprentice requirement and goals.
- (c) The following identifies the diversity goals for this project:

Minorities	21%
Women	12%

11.3 Development of a Skilled Construction Workforce

King County supports the development of a skilled construction workforce through appropriate apprenticeship and training organizations, particularly for minorities, women and others facing significant employment barriers. The County also supports pre-apprenticeship programs such as Apprenticeship and Nontraditional Employment for Women and Men (ANEW), YouthBuild, PACE, Pacific Northwest Ironworkers Pre-Apprenticeship and Helmets to Hard Hats in their goals to assist workers with particular barriers or other any program that is mutually agreed to by the parties at a future date.

11.4 Apprentice Utilization Plan

The Contractor and the Contractor's Sub-contractors shall prepare and submit a plan for participation of SAC-registered apprentices to the Owner at the pre-job conference. The Contractor and each Sub-contractor shall estimate the total contract labor hours to be worked on the construction contract awarded to it and shall establish the anticipated apprenticeship participation by craft and hours. Diversity goals for the use of apprentices are identified in Section 11.2 (c) of this Article.

During the contract construction phase, the Contractor shall submit a monthly report for its self and all Sub-contractors to King County's online Contract and Apprenticeship Report Tracking System (CARTS) on the numbers of apprentices used by craft and trade at each tier and level of work.

11.5 Support for Pre-Apprenticeship through Preferred Entry

The parties agree to construct and expand pathways to livable wage jobs and careers in the construction industry for community residents through collaborative workforce development systems involving community-based training providers and Union-based apprenticeship programs. The purpose of this program is to facilitate a workforce reflective of the diversity of the County's population.

The Preferred Entry program, as defined by this agreement will identify individuals meeting certain criteria, and who are compliant with the entry standards for those apprenticeship programs that allow for preferred entry of qualified applicants into their programs. Preferred Entry candidates shall be placed with contractors working on the King County Children and Family Justice Center Project utilizing an interview process, as first period apprentices. The purpose of this program is to facilitate a workforce reflective of the population of King County, supporting goals of workforce inclusiveness.

Overall the Contractor has a goal that one (1) of each five (5) Apprentices would come from Pre-Apprenticeship programs including Apprenticeship and Non-Traditional Employment Program for Women and Men (ANEW), YouthBuild, PACE, Pacific Northwest Ironworkers Pre-Apprenticeship Helmets to Hard Hats Program or others serving primarily low-income communities of color or women or any other program that is mutually agreed to by the parties in a future date.

The Unions and the Contractors agree to hire preferred entry apprentices as early as possible in the Project. The provisions of this agreement will include Preferred Entry qualified applicants hired from Local Pre Apprenticeship Training Programs. To give preferred entry apprentices an opportunity to become established in their apprenticeship training, Contractors are required to provide a minimum of 700 hours of work, after hiring, unless terminated for cause. Contractors will provide a minimum of 700 hours of work for all preferred entry apprentices. The affected Craft and the Contractor may agree through the PAC to reduce the number of required hours to a minimum of 350 hours for scopes of work that have insufficient total apprenticeship hours to support placements of a 700 hour duration.

If preferred entry apprentices are available, proceed with the hiring process and provide appropriate documentation to the PLA Administrator and Contractor.

If preferred entry of the candidate(s) into the SAC approved apprentice program is denied, request and obtain documentation of the denial from the SAC approved program. Forward this documentation of contacts with recruitment/referral agencies and other efforts to recruit targeted apprentices to the PLA Administrator and Contractor.

ARTICLE 12 - HELMETS TO HARDHATS

The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are 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 (hereinafter "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.

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.

ARTICLE 13 - PAYDAY

13.1

All employees covered by this PLA shall be paid by check and/or direct deposit and shall be according to the applicable craft's CBA. Paychecks shall be drawn on a local bank, or the Contractors shall make local check-cashing facilities available to the employees. No more than five (5) days' wages may be withheld. Any employee who is discharged or laid off shall be entitled to receive all accrued wages immediately upon 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.

13.2

A penalty for a delinquent paycheck shall be paid according to the applicable craft's CBA.

ARTICLE 14 - CRAFT JURISDICTION AND JURISDICTIONAL DISPUTES ADJUSTMENT

14.1

The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the Plan) or any successor Plan. (Exhibit 9)

14.2

All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions, NCA Unions, parties to this PLA, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this PLA.

14.3

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

14.4

Each Contractor will be required to conduct a pre-job conference, coordinated by the Owner's PLA Administrator, with the Building and Construction Trades Council and NCA representative prior to the initial commencement of work, and on an as needed basis for projects with multiple phases and/or start dates. The purpose of this pre-job conference is to promote communication and provide the parties an opportunity to

review the work prior to the start of construction. The Contractors will be advised in advance of all such conferences and shall participate.

14.5

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

ARTICLE 15 - WORK RULES

15.1

Employment begins and ends at the jobsite.

15.2

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

15.3

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

15.4

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

15.5

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

15.6

Recognizing the nature of the work being conducted on the site, employee access by private automobile may be limited to certain roads and/or parking areas.

15.7

The Owner or the Contractor(s) may establish reasonable Project rules, as they deem appropriate and not inconsistent with this Agreement, however, such rules shall be subject to review by the Project Administration Committee. These rules will be explained at the pre-job conference and posted at the Project site by the

Contractor(s) and may be amended thereafter as necessary. Failure to observe these rules and regulations by any employee may be grounds for discipline, including discharge.

15.8

Parking at or near the jobsite (within 3 city blocks or 1000 feet) will be provided to the workers at no cost.

- If parking cannot be provided within 3 city blocks or 1,000 feet, transportation between the parking area and the jobsite shall be provided by the contractor with the employees going in on their time and out on the contractors time
- If the transportation time exceeds 15 minutes each way the time shall be compensable.
- Parking shall be reimbursed if workers are required to park in a private lot.

ARTICLE 16 - MISCELLANEOUS PROVISIONS

16.1

All inspection of incoming shipments of equipment, apparatus, machinery, and construction materials of every kind shall be performed at the sole discretion of the Owner, or Contractors by persons of their choice.

16.2

The Owner or Contractors shall have the right to have equipment, apparatus, machinery, and construction materials of every kind delivered to the jobsite by persons of their choice except as otherwise set out herein.

16.3

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

16.4

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

16.5

In the interest of the future of the construction industry in the Puget Sound area, of which labor is a vital part, and to maintain the most efficient and competitive posture possible, the Unions pledge to work with management on this Project to produce the most efficient utilization of labor and equipment in accordance with this PLA.

ARTICLE 17 - SAFETY, HEALTH AND SANITATION

17.1

The Contractor, its Sub-contractors and the Unions signatory to this Agreement will form a Joint Labor/Management Safety Committee that shall be incorporated into the Project Administrative Committee. At this meeting reports will be given on safety programs instituted by the Contractor and the individual contractors on the Project site and to discuss and advise such parties of the PLA with regard to recommended safety

programs and procedures in order to maintain the highest level of occupational safety possible on the Project Site.

17.2

The Contractor, the Contractor's Sub-contractors and their respective employees shall comply with all applicable provisions of State and Federal laws and regulations including the Occupational Safety and Health Act of 1970 as amended.

17.3

The Contractor or its Sub-contractors shall provide a convenient and sanitary supply of drinking water, cooled in the summer months, and sanitary drinking cups.

17.4

The Contractor or its Sub-contractors shall provide adequate sanitary toilet facilities, water and clean up facilities for the employees. Dry shacks for breaks and employee's personal equipment storage shall be per the local CBAs.

17.5

Violators of the safety program will be subject to termination for cause and may be rehired after 90 days.

17.6

All required safety equipment shall be provided by the Contractor or its Sub-contractors.

ARTICLE 18 - NO STRIKE - NO LOCKOUT

18.1

During the term of this PLA 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 is a violation of this Article.

18.2

The Union and its applicable Local Union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Contractor's project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than ninety (90) days.

18.3

Neither the Union nor its applicable Local Union shall be liable for acts of employees for whom it has no responsibility. The International Union General President or Presidents will immediately instruct, order and use the best efforts of his office to cause the Local Union or Unions to cease any violations of this Article. An International Union complying with this obligation shall not be liable for unauthorized acts of its Local Union.

The principal officer or officers of a Local Union will immediately instruct, order and use the best efforts of his office to cause the employees the Local Union represents to cease any violations of this Article. A Local Union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

18.4

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

18.5

There shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity affecting the Project site during the duration of this PLA. Any Union or Local Union which initiates or participates in a work stoppage in violation of this Article, or which recognizes or supports the work stoppage of another Union or Local Union which is in violation of this Article, agrees as a remedy for said violation, to pay liquidated damages in accordance with Section 18.6 of this Article.

18.6

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

- (a) The party invoking this procedure shall notify (to be mutually determined) who the parties agree shall be the Arbitrator under this procedure. Notice to the Arbitrator shall be by the most expeditious means available, with notice by facsimile, email or any other effective written means, to the party alleged to be in violation and the International Union President and/or Local Union.
- (b) Upon receipt of said notice, the Arbitrator shall set and hold a hearing within twenty-four (24) hours if it is contended the violation still exists.
- (c) The Arbitrator shall notify the parties by email, facsimile, or any other effective written means, of the place and time he or she has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.
- (d) The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The award shall be issued in writing within three (3) hours after the end of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of the award. The Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.
- (e) Such award may be enforced by any court of competent jurisdiction upon the filing of this PLA and all other relevant documents referred to herein above in the following manner. Facsimile or expedited mail or personal service of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's award as issued under Section 6 of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a

hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address by registered mail.

- (f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance therewith, are hereby waived by parties to whom they accrue.
- (g) The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.
- (h) If the Arbitrator determines that a work stoppage has occurred in accordance with Section 18.6 d above, the party or parties found to be in violation shall pay as liquidated damages the following amounts: For the first shift in which the violation occurred, \$10,000; for the second shift, \$10,000; for the third shift, \$10,000; for each shift thereafter on which the craft has not returned to work, \$10,000 per shift. The specific damages in this Section shall be paid to the affected Contractor/Union. The Arbitrator shall retain jurisdiction to determine compliance with this Section and Article.

18.7

The procedures contained in Section 18.6 through 18.6 (h) shall be applicable to violations of this Article. Disputes alleging violation of any other provision of this PLA, including any underlying disputes alleged to be in justification, explanation or mitigation of any violation of this Article, shall be resolved under the grievance adjudication procedures of Article 19 Grievance Procedure.

18.8

The Owner and Contractor are each a party of interest in all proceedings arising under this Article and Articles 14 and 19 and shall be sent copies of all notifications required under these Articles and shall initiate or participate as a full party in any proceeding initiated under this Article.

ARTICLE 19 - GRIEVANCE PROCEDURE

19.1

This PLA is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

19.2

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

19.3

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

- (a) Step 1. When any employee subject to the provisions of this PLA feels they have been aggrieved by a violation of this PLA, through their local Union business representative or job steward, shall, within five (5) working days after receiving notice of the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been

violated. The business representative of the local Union or the job steward and the work-site representative of the involved Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the PLA alleged to have been violated. Should the Local Union(s) or any Contractor(s) have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

- (b) Step 2. The International Union Representative or designee and the involved Contractor(s) shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) working days thereafter.
- (c) Step 3. If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) working days thereafter that the grievance be submitted to the mutually agreed upon Arbitrator. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor(s) and the involved Local Union(s). Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented, and shall not have authority to change, amend, add to or detract from any of the provisions of this PLA.

19.4

The Owner and Contractor 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 20 - GENERAL SAVINGS CLAUSE

20.1

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

20.2

If any article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this agreement or the applications of such article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

ARTICLE 21 - TERMS OF AGREEMENT

21.1

This Project Labor Agreement shall become effective on December 13, 2016, and shall continue only until the Project is completed or abandoned by the Owner, or by the Contractors for the Project.

21.2

- (a) Turnover. Construction of any phase, portion, section or segment of the Project shall be deemed complete when such phase, portion, section or segments has been turned over to the Owner by the Contractor(s) and the Owner has accepted such phase, portion, section or segment. As areas and systems of the Project are inspected and construction tested and/or approved by the Owner, the Agreement shall have no further force or effect on such items or areas, except when a Sub-contractor is directed by the Contractor(s) or the Owner to engage in repairs or modifications required by its contract(s) with the Owner.
- (b) Notice. Written notice of each final acceptance received by the Contractor(s) will be provided to the Building Trades Council(s) with a description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch list," and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the Owner and a letter of completion/Final Acceptance is given by the Owner to the Contractor(s). A copy of the "punch list" will be available to the Unions.
- (c) Termination. Final termination of all obligations, rights and liabilities and disagreements shall occur upon receipt by the Building Trades Council(s) of a written notice from the Owner or Contractor(s) saying that no work remains within the scope of the Agreement for the Contractor(s) or their successor(s).

ARTICLE 22 - WAGE SCALES AND FRINGE BENEFITS

22.1

In consideration of the desire of the Owner, the Contractors and the Unions for all construction work to proceed efficiently and economically and with due consideration for protection of labor standards, wages and working conditions, all parties agree that:

22.2

All employees covered by this Agreement shall be classified in accordance with work performed and paid the hourly wage rates for those classifications in compliance with the applicable prevailing rates as required by Chapter 39.12 of the Revised Code of Washington, as amended. This requirement applies to laborers, workers and mechanics, employed by the Contractors, or by any other person who performs a portion of the work contemplated by this Agreement and which is covered by the terms hereof.

22.3

The Contractor(s) and its Sub-contractors will recognize the applicable State Prevailing Wage Rate Determinations as the minimum rates to be paid to all craft employees, including general foreman, foreman and apprentices during the life of the project. Further, the Contractor(s) and its Sub-contractors will recognize all changes of wages and fringes on the effective date(s) of the individual craft local collective bargaining agreement. It is further agreed that any retroactive increases will be recognized provided it is part of the negotiated settlement.

22.4

In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives the matter shall be referred for a determination to the DIRECTOR OF THE DEPARTMENT OF LABOR AND INDUSTRIES of the State of Washington.

22.5

The Contractor(s) and its Sub-contractors adopt and agree to be bound by the written terms of the legally established trust agreements, for each craft hired, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractor(s) and its Sub-contractors authorize the parties to such Trust Funds to appoint Trustees and successor Trustees to administer the Trust Funds and hereby ratifies and accepts the Trustees so appointed as if made by the Contractor(s) or its Sub-contractors.

22.6

If any Sub-contractor is delinquent in any Trust Fund contributions, the Union or the Trust Fund shall first make every effort to resolve the delinquency. After all efforts have been exhausted, the Union or Trust Fund shall provide timely notification to the Owner and the Contractor(s), together with all documentary evidence of the delinquency endorsed by the Fund. Upon such notification, the Contractor(s) will attempt to resolve the delinquency among its Sub-contractor, the Union and the Fund. If the delinquency is not resolved within ten (10) days thereafter, the Contractor(s) shall withhold an amount to cover the delinquency from any retained funds otherwise due and owing to the Sub-contractor and shall not release such withholding until the Sub-contractor is in compliance. If the delinquent amounts are undisputed in whole or in part between the Fund and the delinquent Sub-contractor, the Contractor(s) shall issue a joint check to the Fund and the Sub-contractor in the amount of the undisputed delinquency.

22.7

Copies of the Union Trust Agreements are available upon request.

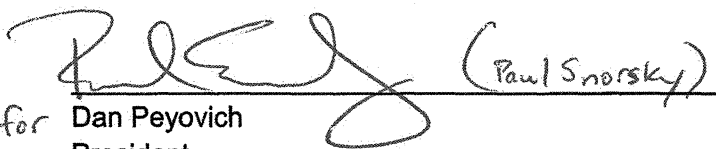
ARTICLE 23 - DRUG FREE WORKPLACE

23.1

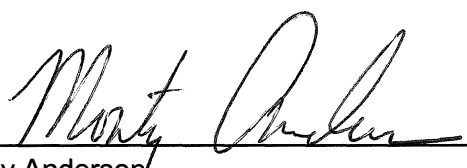
The parties to this PLA agree that the Contractor shall implement a Drug Free Workplace Policy and Program for the duration of this PLA. Such policy will be administered in accordance with the provisions of the ALCOHOL AND DRUG POLICY included as an Exhibit to this PLA.

FOR THE PARTIES:

Balfour Beatty Construction LLC dba Howard S. Wright


for Dan Peyovich
President

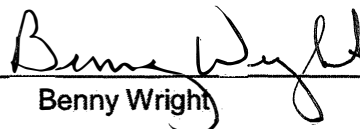
Seattle Building & Construction Trades Council


Monty Anderson
Executive Secretary

Heat & Frost Insulators & Allied Workers Local 7

Signature: 
Todd Mitchell
Business Manager

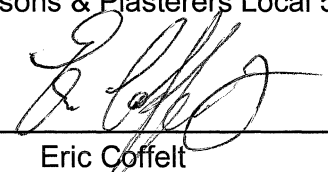
Bricklayers & Allied Craft Workers Local 2

Signature: 
Benny Wright

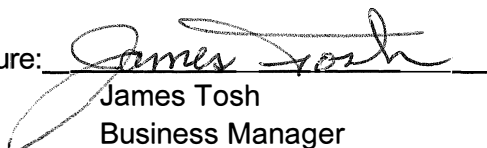
Boilermakers Local 502

Signature: 
Tracey Eixenberger
Business Manager

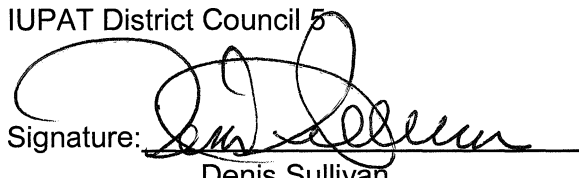
Cement Masons & Plasterers Local 528

Signature: 
Eric Coffelt
Business Manager

IBEW Local 46

Signature: 
James Tosh
Business Manager

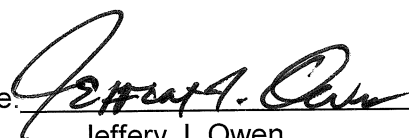
IUPAT District Council 5

Signature: 
Denis Sullivan
Business Manager

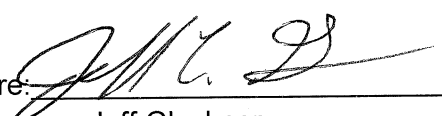
Elevator Constructors Local 19

Signature: 
Patrick Strafer
Business Manager

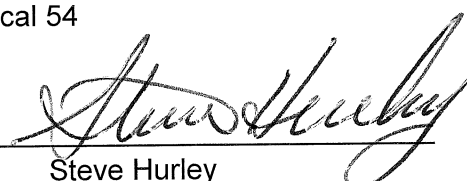
UA Plumbers & Pipefitters Local 32

Signature: 
Jeffery J. Owen
Business Manager

Iron Workers Local 86

Signature: 
Jeff Glockner
Business Manager

Roofers Local 54

Signature: 
Steve Hurley
Business Manager

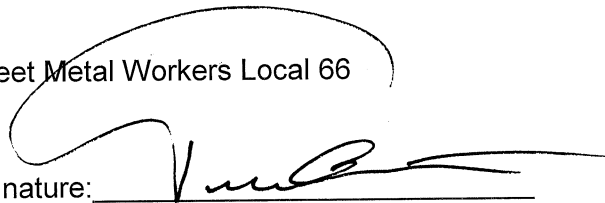
Laborers Local 242

Signature: 
Dale Cannon
Business Manager

Laborers Local 440

Signature: 
Alan Clune
Business Manager

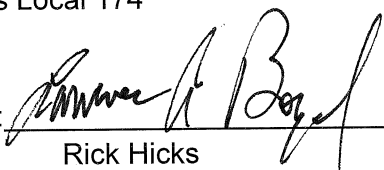
Sheet Metal Workers Local 66

Signature: 
Tim Carter
Business Manager

Sprinkler Fitters Local 699

Signature: 
Stanton Bonnell
Business Manager

Teamsters Local 174

Signature: 
Rick Hicks
Business Manager

Operating Engineers Local 302

Signature: 
Marge Newgent
Field Representative

PNW Regional Council of Carpenters

Signature: 
Chris Lambert
Contract Administrator

ATTACHMENT 1

LETTER OF ASSENT

**PROJECT LABOR AGREEMENT
FOR THE
KING COUNTY CHILDREN AND FAMILY JUSTICE CENTER PROJECT**

The undersigned, as a Contractor or Sub-contractor on the King County Children and Family Justice 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 Project Labor Agreement (PLA), 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 PLA, together with any and all amendments and supplements now existing or that 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 that would preclude its full compliance with the terms and conditions of said PLA.
3. Agrees to secure from any Sub-contractor, of any tier (as defined in said PLA), a duly executed Letter of Assent in form identical to this document prior to commencement of any work.

Dated: _____

(Name of Contractor/Company)

(Signature of Authorized Representative)

(Print Name and Title)

(Phone Number)

(Billing Address)

(City, State and Zip Code)

(General Contractor)

(King County Contract Number)

EXHIBITS

Exhibit 1: Balfour Beatty Construction LLC dba Howard S. Wright Drug & Alcohol Policy

Exhibit 2: The Plan for the Settlement of Jurisdictional Disputes

Exhibit 3: Cement Masons LU 528 LOU

Exhibit 4: Teamsters LU 174 LOU

Exhibit 1: Balfour Beatty Construction LLC dba Howard S. Wright Drug & Alcohol Policy

Drugs and Alcohol Policy

Revised 12-13-16

Statement of Purpose

To help ensure a safe, healthy and productive work environment for the employees of Balfour Beatty Construction, LLC (hereinafter referred to as "Company") and others on Company property, to protect Company Property and assets and to assure efficient operations, the Company has adopted a Program on drugs and alcohol (together sometimes referred to as "substances").

Employees have the right to work in an alcohol and drug-free environment and to work with persons free from the effects of alcohol and drugs. Employees who abuse alcohol or drugs are a danger to themselves, to other employees and the productive work environment.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale or distribution of controlled substances, drug paraphernalia or alcohol by an individual anywhere on Company premises, while on Company business (whether or not on Company premises) or while representing the Company, is strictly prohibited. Employees and other individuals who work for the Company are also prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee or individual to report to work.

Balfour Beatty Construction is vigorously committed to complying with the requirements of the Drug-Free Workplace Act of 1988, as well as all applicable state or local laws.

Policy and Scope

This Policy shall apply to applicants for employment with the Company, employees of the Company and other individuals either performing work for the Company and/or on Company premises. "Company premises" means all property, facilities, land, parking areas, offices, buildings, structures, fixtures, installations, equipment, trailers, boats, vessels, aircraft, automobiles, trucks and all other vehicles, whether owned, leased, used by or under the control of the Company. For purposes of this program, Company Property may also include work locations owned or under control of Balfour Beatty Construction's customer. Compliance with this Policy is required by the Company as a condition of new or continued employment. Employees will receive a copy of the Policy and be required, as a condition of employment, to execute a related acknowledgment. Furthermore, the Company may refer a violation of this Policy by any person to civil and/or criminal authorities and a violator may be subject to civil damages or criminal penalties. In addition, the Company shall not tolerate any violation of the letter or spirit of this Policy by its independent contractors or visitors and any suspected or actual violation of this Policy by such individual may be immediate grounds for removal from the Company's premises and/or termination of the Company's relationship (contractual or otherwise) with such individual.

This policy does not prohibit the use of lawfully prescribed prescription drugs. However, each employee shall be responsible for notifying the HR department whenever the use of a prescription or over-the-counter medication may adversely impact his/her safety, the safety of other employees, or impact such employee's ability to perform his or her job function. Employees shall be responsible for discussing safety concerns arising from the use of a particular medicine with their health care practitioners at the time it is prescribed. An employee need not report to Balfour Beatty Construction the name of any medication or the condition for which it is being used unless you are specifically asked to do so by an HR representative. All information the Company may learn concerning an individual's use of lawful

medications and/or the individual's health will be treated as confidential and not released or discussed with anyone other than Company representatives who have a need to know.

The Company maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. We encourage employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs, or jeopardizes the health and safety of themselves or any Company employee.

Testing

The purpose of this policy is to set forth the procedures for identification, testing and management of employee's drug and alcohol abuse and should be followed, except where superseded by state or local laws, and is designed to safeguard employee privacy rights to the fullest extent of the law.

The Company has developed this policy to provide for drug testing in specific instances, including, but not limited to, pre-employment, post-incident and/or injury, reasonable suspicion, return to duty, re-hire, and random testing, as permitted by law.

Most Common Reasons for Testing

- All new employees will be tested as a condition of employment once a conditional offer of employment has been extended and accepted (i.e. no one is subject to testing until a conditional offer has been made). All offers of employment shall be deemed conditional until the prospective employee tests negative for illegal substances.
- In the case of on-the-job accidents and/or injuries, the employee suffering the injury, as well as any other employee whose actions caused or may have caused or contributed to the accident and/or injury may be tested.
- An employee reporting to work in a condition giving two (2) trained Supervisors reasonable cause to suspect the influence of alcohol, drugs or other controlled substances.
- An employee directly involved and indirectly involved in an incident with a serious or potentially serious outcome, including near misses and dangerous occurrences, regardless of injury or property damage, may be subject to testing.
- Employees who voluntarily request assistance with substance and/or alcohol dependencies, and undergo a treatment/counseling program, may be required to satisfactorily complete a drug and/or alcohol test before returning to duty, as permitted by applicable law.

Any active employee, not on a leave of absence, that is required to submit to testing shall be informed of the reason(s) for testing and shall be paid at his/her regular rate of pay for the time spent undergoing testing. The Company shall pay the cost for all testing. Any employee who refuses or fails without good cause to cooperate in a drug and alcohol testing procedure by refusing or failing to complete the specified forms, submit a valid specimen, or otherwise refuses or fails to cooperate shall be considered to be in violation of this policy and subject to immediate termination of employment.

In cases of random, reasonable suspicion and post-incident/injury testing- employees selected for drug or alcohol testing for any reason shall be notified by the appropriate Company Representative to submit to the test immediately.

Test Substances

- Marijuana metabolites/THC
- Cocaine metabolites
- Opiates
- Phencyclidine (PCP)
- Amphetamines/Methamphetamines

Test Procedures

When going for off-site collection at a designated collection site, donors should bring with them a Chain of Custody (COC) form and a valid photo ID.

I. Drug Testing

Applicants and employees subject to drug testing may be directed to a designated medical facility and directed to provide urine specimens. Applicants and employees may provide specimens in private unless they appear to be submitting altered, adulterated or substituted specimens. Collected specimens will be sent to a federally certified laboratory and tested. The laboratory will screen all specimens and confirm all positive screens. There must be a chain of custody from the time specimens are collected through testing and storage.

II. Alcohol Testing

- A test for alcohol shall be administered by breath.
- For safety sensitive positions, an alcohol test may be administered in the 30 to 90 calendar day period following an employee's return to work after alcohol rehabilitation, in accordance with the provisions of this Program may be performed.
- Breath specimens should be tested by trained technicians using federally approved breath alcohol testing devices capable of producing printed results that identify the employee. If an employee's breath alcohol concentration is .02 or more, a second breath specimen should be tested approximately 20 minutes later. The results of the second test will be determinative. The test will be considered positive if the result is .04 BAC or greater.

Licensed Laboratories

Any drug urinalysis and/or alcohol testing required or requested by the Company will be conducted by a laboratory licensed by the state and certified by the Substance Abuse and Mental Health Services Administration. The employee may obtain the name and location of the laboratory that will analyze the employee's test sample before the employee is scheduled to be tested. Contact information will be provided at the time employee is notified of testing requirements.

Reporting of Test Results

If the employee is asked to submit to a drug or alcohol test, the Company will notify the employee of the results within 24 work hours after it receives them from the laboratory if the tests results are positive. Test results will be considered by the testing facility as confidential and will not be disclosed except on a need-to-know basis or as may be legally required. Test results will, however, be reported by testing facilities directly and only to the Company's designated Human Resources Representative.

Negative results may be transmitted to the employee or applicant by various verbal or written means including certified mail with return receipt requested and/or email.

Test results are maintained according to the confidentiality provisions of this Program. Breach of confidentiality may be grounds for disciplinary action, up to and including termination.

Challenges and Explanation of Positive Test Results

A. Test results will be reviewed by a Medical Review Officer prior to being communicated to the Employer and/or applicant/employee. Applicants or employees who wish to explain the results of a drug or alcohol test must do so when contacted by the Medical Review Officer.

B. The Medical Review Officer shall examine any offered or possible explanations concerning the validity of the confirmed positive test results. This action may include conducting a medical interview, review of the medical history, review of the chain of custody, and discussions with the collection or laboratory personnel. The medical review officer shall review all medical records made available by the individual when a positive test could have resulted from legally prescribed medications and/or medical or dental treatment. The MRO shall also review the results of any retest done at the request of the applicant or employee.

C. Prior to making a final decision to verify a positive test result, the MRO shall give the applicant or employee an opportunity to discuss the test results and present relevant information. The discussion between the MRO and the applicant may be in person or by telephone.

D. The MRO shall advise the Human Resources Officer/Designee and/or their authorized representatives of his or her medical conclusions.

E. If the MRO reports to the Company that a negative drug test was dilute, the employee will be directed to take another test immediately. If the employee refuses to take a second test, this constitutes a refusal to test. If the second test is negative dilute, the test stands as a negative.

F. After the Medical Review Officer has verified a test result as positive, an applicant or employee may request a confirmatory re-test of the original specimen at a different laboratory. This request must be made within five (5) business days of notification of the positive test result.

Rehire of Employees

Any employee who has been gone from the Company for a consecutive period of 90 days or more, will be subject to the same pre-employment testing requirements as newly hired employees.

An employee who has been previously terminated from the Company for violation of this Policy, or any applicant who failed to pass the drug test initially, may be considered for (re)hire after a consecutive period of six (6) months or more, providing a position is available.

1. In order to be considered for re-hire, former employees must not have received a written warning or have been on a work improvement plan or probation within the last six (6) months of their employment with the Company.
2. Consideration for employment will also be based on the employee's overall performance record, previous tenure with the company and other related performance criteria.
3. The Chief Legal Officer and Vice President of Human Resources will review and approve all such (re)hires.

Assistance in Overcoming Alcohol or Drug Abuse

Early recognition and treatment of substance abuse is important for successful rehabilitation, economic return to the Company, and reduced personal, family, and social disruption.

Employees experiencing problems related to drug and/or alcohol use may request assistance from the Company's General Counsel, Human Resources Officer/Designee and/or the Employee Assistance Program (EAP). These individuals will provide such assistance on a confidential basis. Employees who voluntarily request assistance may do so without jeopardizing their continued employment with the Company provided they self-report prior to receiving a testing notification, and strictly adhere to the terms of their treatment and counseling program. Continued employment is conditioned upon the employee presenting written documentation of their adherence/completion of the appropriate rehabilitation program, and satisfactorily completing a drug and/or alcohol test, as permitted by applicable law. The General Counsel and/or Human Resources Officer/Designee will determine whether the Company should temporarily change the employee's job assignment or grant administrative leave during the period of treatment or counseling. Where state or local law states otherwise, the Company will follow all applicable laws and regulations.

Unless otherwise specified by applicable state or local law, any costs for counseling or rehabilitation shall be borne by the employee. These costs may be covered by the employee's personal health insurance plan.

Confidentiality

The Company will make every effort to keep the results of drug and alcohol test confidential. Only persons with a need to know will have access to the result information. The employee will be asked for their consent before test results are released to anyone else. Be advised, however, that test result may be used in arbitration, administration hearings, criminal proceedings and court cases arising as a result of the employee's drug testing. Also, results will be sent to federal agencies as required by federal law. If the employee is to be referred to a treatment facility for evaluation, the employee's test result will also be made available to the employee's counselor.

Prohibited

Company prohibits the following:

- Illegal Drugs. As used in this Policy, the term "illegal drugs" refers to controlled substances defined as such under federal Controlled Substance Act at 21 U.S.C. Section 802. Generally, "illegal drugs" are those not legally obtainable or those that are legally obtainable but have been obtained illegally or for illegal purposes. Examples include marijuana, cocaine, heroin, opium, non-prescription amphetamines, stimulants and inhalants, intoxicants (legal and illegal), "look-alike" substances, designer drugs, counterfeit or synthetic drugs, and any other drugs or substances that may, in any way, affect the safety, work ability, alertness, coordination, judgment or response of the person or affect the safety of others.
- Marijuana – including "medical marijuana" – is illegal under federal law and may not be used in the workplace. All employees are prohibited from being under the influence of marijuana while at work
- Drug-Related Paraphernalia. "Drug-related paraphernalia" includes, but is not limited to, any material or equipment or item used or designed for use in testing, packaging, storing, injecting, ingesting, inhaling or otherwise introducing into the human body an illegal drug as described above.
- Alcoholic Beverages. Consuming or working under the influence of alcoholic beverages on Company premises or on Company-related business is prohibited, except for moderate consumption in a social setting at authorized Company functions in a manner that does not impair an individual's ability to work effectively. Consuming alcoholic beverages or being under the influence while operating any vehicle or equipment while on Company premises or on Company-related business is prohibited.
- Prescriptions and/or over-the-counter medication- This policy does not apply to prescription or over-the-counter medications taken by employees in safety-sensitive positions (defined below) which: (1) have been lawfully prescribed to, or obtained by, the employee; (2) are being used by the employee in accordance with the prescription's guidelines (if applicable); and (3) before reporting to work under the influence of such medication, the employee has inquired whether the drug manufacturer or the employee's physician warns against driving, operating machinery or performing other work-related safety-sensitive tasks. If such warnings exist, the employee taking the medication must inform his or her supervisor of such restrictions before reporting to work under the influence of such substances. When informing his or her supervisor(s) or the Human Resources Department of such restrictions, the employee should not identify the medication(s) being used or the reason for its use. The Company will evaluate and respond to this information on a case-by-case basis. Responses may include, among other things, temporary job reassignment or modifications, a request for additional medical documentation and consultation, and/or an instruction that the employee not work until the restriction is removed. Any employee reporting to work in a safety-sensitive position without first advising the Company about warnings accompanying lawfully prescribed or obtained medications will be subject to disciplinary action up to and including possible termination of employment. An employee's lack of knowledge concerning such warnings will not excuse a violation of this rule where an employee has failed to make the inquiries required by this rule. "Safety sensitive positions" are those in which impairment due to drugs or alcohol could threaten the health and safety of any person.

- Being under the influence of prohibited or illicit drugs or alcohol on Company premises or during Company business working hours.
- Use of drugs and/or alcohol off Company premises that adversely affects the individual's work performance, his own or others safety at work, or the Company's regard or reputation in the community.
- Operating a company vehicle or personal vehicle for company business, while under the influence or while judgement is impaired.
- Switching or adulterating any specimen submitted for testing.
- Refusing consent to testing or to provide a specimen for testing, in a timely manner, when requested by a Company Representative.
- Refusing to sign a statement agreeing to abide by the Company's **Drug and Alcohol Policy**.

Inspections

Balfour Beatty Construction reserves the right to inspect all company property for drugs, alcohol or other contraband. All employees, contractors and visitors may be asked to cooperate in the inspections of their work areas that might conceal a drug, alcohol or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline, up to and including discharge.

Policy Violations

If it has been determined that an individual has violated this Policy, if an individual refuses to submit to a request to be tested or to give consent for a search as described above, if the test result is positive or if it is determined that the test specimen was in any way altered, substituted or otherwise tampered with by an individual, the Company may, in its sole discretion, take appropriate disciplinary action up to and including immediate termination of employment.

An offer of employment will be rescinded automatically in instances of a positive test result; the determination that the test specimen was in any way altered, substituted or otherwise tampered with by the applicant; or the refusal by an applicant to undergo post-offer pre-employment testing.

If there is a reasonable suspicion or belief that an individual has violated this Policy, the individual may be denied access to or removed from Company premises until such time as the Company has investigated the situation and made a final determination as to whether this Policy has been violated.

Subcontractors

Subcontractors and others performing work on Company Property shall have a Substance Abuse Program for the project that is substantially similar to this Program.

Subcontractors will be responsible for the cost of testing all of its personnel performing work under all Company subcontracts.

Violation of similar Subcontractor Program provisions by employees or supplier employees may also cause a "termination for default" of the contract with the Company and may result in the Subcontractor losing the right to do business with the Company.

Any person who is found in violation of an applicable Substance Abuse Program without an explanation satisfactory to the Company, will be removed from Company Property and will be subject to removal from the jobsite and disciplinary action, up to and including termination of employment

Notice

This Drug and Alcohol Policy does not constitute a contractual undertaking by the Company and the Company does not through this Program, assume or offer to assume any obligations beyond that which may be imposed by applicable law. The Company reserves the right to alter, amend, or discontinue any policy or program included in the This Drug and Alcohol Policy with notice. The failure of the Company to exercise any function in any particular way shall not be considered a waiver of the Company's right to exercise such function or preclude the Company from exercising prerogative in some other way.

EXHIBIT 2

SETTLEMENT OF JURISDICTIONAL DISPUTES IN THE CONSTRUCTION INDUSTRY

“THE PLAN”

THE PLAN FOR THE SETTLEMENT OF JURISDICTIONAL DISPUTES IN THE CONSTRUCTION INDUSTRY

The Building and Construction Trades Department, AFL-CIO, on behalf of its fifteen affiliated National and International Unions and their Local Unions, have joined with five employer associations ¹ to establish the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the Plan). The jurisdictional disputes procedure has been in effect since 1984 and replaced such predecessor plans as the Impartial Jurisdictional Disputes Board and the National Joint Board. The Building and Construction Trades Department's Constitution requires all jurisdictional disputes between crafts to be settled pursuant to the Plan. As the Plan is a voluntary dispute resolution mechanism, however, a case will not be processed unless the employer agrees to be bound to the Plan.

2 When a jurisdictional dispute arises, the National or International unions have five days to resolve the matter. Anytime within the five day period, the involved National or International Unions or the contractor responsible for making the assignment may request the matter be arbitrated. The parties then have three days to select an arbitrator from a permanent panel of arbitrators knowledgeable in the construction industry. Once selected, the arbitrator must hold the hearing within seven days. The arbitrator issues a decision within three days of the close of the hearing. 3 The arbitrator may not award back pay or damages for miss-assignment of work nor may any party bring an independent action for damages based on the arbitrator's award. The losing party pays the fees and expenses of the arbitrator. The arbitrator's decision is final and binding. There is no appeal procedure.

The Plan prohibits work stoppages, slowdowns, NLRB and court actions, and grievances under a collective bargaining agreement where the issue involves a jurisdictional dispute or assignment of work by a stipulated contractor. If a union engages in such activity, the Plan provides for expedited arbitration to resolve the matter. Upon notice by the contractor of an impediment to job progress, the Administrator informs the appropriate General President. If the General President is unable to stop the impediment, the Administrator selects an arbitrator to hold a hearing within 24 hours. The sole issues at the hearing is whether there has been an impediment to job progress. The arbitrator must issue a decision within three hours after the close of the hearing. If court enforcement of arbitrator's decision is necessary, the Administrator is authorized to file a court action to enforce the decision.

1 Mechanical Contractors Association, National Constructors Association, National Electrical Contractors Association, National Erectors Association, and Sheet Metal and Air Conditioning Contractors National Association.

- 2 An employer may stipulate to the Plan by the terms of a collective bargaining agreement, signing a separate form, or by membership in an employers' association which binds its members to the Plan.
- 3 The criteria utilized by Plan arbitrators in rendering decisions are: 1) whether a previous decision or agreement of record between the parties to the dispute governs; 2) if not, whether there is an applicable agreement between the crafts governing the case; and 3) if not, the arbitrator then considers the established trade practice and prevailing practice in the locality. In addition, the Plan provides that because efficiency, cost or continuity and good management are essential to the well-being of the industry, the arbitrator shall not ignore the interest of the consumer or the past practice of the employer.

A third type of dispute processed under the Plan involves changes in original assignment. Under the Plan, a contractor may not change an assignment of work from one craft to another unless directed by a Plan arbitrator or there is agreement between the crafts involved. The Administrator decides all original assignment questions. The sole issue is whether there has been a change in assignment, not whether the assignment was correct. Any party may appeal an original assignment determination of the Administrator



OPCMIA

*America's Oldest Building and Construction Trades
International Union, Established 1864*

Cement Masons & Plasterers Local 528

Celebrating 75 years 1941-2016

MEMORANDUM OF UNDERSTANDING CEMENT MASON PROVISIONS

Because of the unique nature of the Cement Mason work, the following provisions have been included for application to Cement Masons only:

A. Start of Pour: The Cement Mason crew must be on the job at the start of the shift in which finishing will be required and assist with the pour on slab work or work preparatory to concrete finishing coming within the jurisdiction of the Cement Masons.

B. Multiple Shift Operation: There will be no shift operation on slab work except by mutual agreement. Shifts may be established when considered necessary by the employer.

C. Shifts and Hours of Work: If a four/ten hour shift is established at the straight time rate, any Cement Mason dispatched for a one day pour will be paid at the eight (8) hour straight time plus two (2) hour overtime rate.

D. Reporting and Minimum Hours Pay:

1. Employees reporting for work and for whom no work is provided, except when given notification not to report to work, shall receive four (4) hours at the regular straight-time hourly rate.

2. When the shift is started, four (4) hours shall be allowed. If the second half is started, then a whole shift shall be allowed, unless an employee leaves of his own volition or is discharged for cause. In such event, he shall be paid for actual time worked.

E. Termination and Pay Day

1. Article 10, Section 1-6 of the 2015 - 2018 Agreement between Associated General Contractors of Washington and Western Washington Cement Masons Local #528 shall govern for this PLA with respect to Cement Masons.

F. Work Hours Shall Be Uniform for ALL CRAFTS

For the Union: OPCMIA Local 528

For: _____
PROJECT OWNER

SIGNATURE

SIGNATURE

PRINT NAME

PRINT NAME

DATE

DATE

Letter of Understanding

Between

Teamsters Local Union No. 174 and Balfour Beatty
Construction LLC DBA Howard S. Wright for

King County Children and Family Justice Center Project
PLA

Whereas: The work of truck drivers is unique in the execution of project labor agreements in that much of the work is performed off site, and;

Whereas: The Washington State prevailing wage law and WAC 296-127-018 specifies which work when accomplished by truck drivers is to be paid prevailed wages;

Whereas: This Project Labor Agreement (PLA) agrees and stipulates that Washington State prevailing wage is to be paid to all employees who perform work covered by this Agreement;

Therefore: It is agreed that all work of truck drivers that is performed in the execution of this PLA, is to be paid the proper prevailing rate of wage and comes under the jurisdiction of Teamsters Local Union No. 174 ("Local 174"), subject to the following additions and stipulations:

1. Article 4, Section 4.1, applies with full force and effect to all Contractors and Subcontractors of whatever tier who have been awarded contracts related to the work of truck drivers that is performed in the execution of this PLA. Thus, all such Contractors and Subcontractors must, among other things, comply with the requirement set forth in Article 9, Section 9.3, to exclusively utilize Local 174's job referral system to obtain truck drivers to perform the truck driver work to be performed in the execution of this agreement, except insofar as limited by the other provisions of Article 9.
2. The term "employee," as used in Article 9, is defined for the purposes of this Letter of Understanding to include any person who is performing the work of a truck driver in the execution of this project.
3. At the request of any Contractor or Subcontractor, that Contractor or Subcontractor may choose to utilize as persons performing the work of truck drivers on this project persons who are already in possession of or who wish to provide their own vehicles (hereafter, "owner-operators"). Use of owner-operators is governed by the following rules:
 - 3.1. Pursuant to the requirements of Section 9.3, and subject to the other provisions of Article 9, owner-operators working on the project must be exclusively obtained through Local 174's Owner-Operator job referral system.
 - 3.2. For the purposes of this Letter of Understanding, any owner-operator who meets the requirements set forth in Section 3.4. If applicable, Local 174 will dispatch such

Teamsters LU 174 LOU

employees from its Owner-Operator job referral system provided that the non-discriminatory registration and payment requirements uniformly imposed by that system on employees have been complied with.

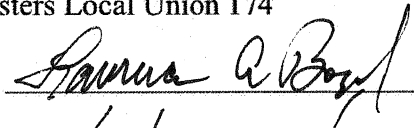
- 3.3. Owner-operators will be compensated for their labor at the same prevailing wage and benefit levels that are applicable to all other employees who are dispatched by Local 174 to the Contractor or Subcontractor. Owner-operators will also be reimbursed at the rates uniformly set by Local 174 for the use of owner-operator vehicles, such rates not to exceed the fair market value for the use of the equipment.
- 3.4. For the purposes of this Letter of Understanding, an owner-operator is defined as a person who meets all of the following requirements:
 1. He or she holds legal title to the vehicle that he/she is operating and he or she does not operate more than one vehicle.
 2. He or she will be driving the vehicle him/herself while performing the work of a truck driver in the execution of the project.
 3. He or she does not also employ any other person in the course of performing the work of a truck driver in the execution of the project.
4. Trust Payments. All Subcontractors regardless of tier shall be provided and shall execute and agree to be fully bound by trust documents from the Washington Teamsters Welfare Trust and the Western Conference of Teamsters Pension Trust. Contributions shall be paid per those two agreements for all hours worked on or for this project as required by the Trust, whether such hours are worked by employees or owner-operators as described herein.
5. Apprenticeship. All Subcontractors shall execute a Registered Training Agent Agreement with the Washington-Idaho Teamsters/AGC Apprenticeship and Training Trust and hereby agree to employ and assist in training Teamster apprentices provided by the Teamsters/AGC Training Center as circumstances and opportunities arise. When certified qualified apprentices are available they may be employed on a one for one basis. In other words, for every apprentice employed on the job, no fewer than one journeyman Teamster must also be employed.

Balfour Beatty Construction LLC
DBA Howard S. Wright



Date: 12/19/16

Teamsters Local Union 174



Date: 1/4/2017