



SEATTLE HOUSING AUTHORITY
YESLER TERRACE REDEVELOPMENT PROJECT
COMMUNITY WORKFORCE AGREEMENT

January 3, 2013

As amended with minor edits to Attachments; A, D, E, F & J and approved by
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SEATTLE HOUSING AUTHORITY
YESLER TERRACE REDEVELOPMENT PROJECT
COMMUNITY WORKFORCE AGREEMENT

This Community Workforce Agreement (hereinafter, the "Agreement" or "CWA") is entered into on January 3, 2013 by and between the Seattle Housing Authority, its successors or assigns (hereinafter, "SHA" or "Owner") and the Seattle/King County Building and Construction Trades Council and the Pacific Northwest Chapter of the National Construction Alliance II (hereinafter, collectively called the "Construction Unions") and the Local Unions who become signatory hereto (hereinafter, collectively called the "Union(s)" or "Local Union(s)") with respect to the new construction work contracted or funded by the Owner within the scope of this Agreement. This Agreement establishes the labor relations policies and procedures for the Seattle Housing Authority, Contractors and subcontractors and for the craft employees represented by the Unions engaged in the construction, reconstruction or rehabilitation work with regard to the Yesler Terrace Redevelopment Project, as further defined in Article II, Section 1, that is bid out and awarded by the Seattle Housing Authority, or for work that is funded by the Seattle Housing Authority and contracted to another government agency, on or before December 31, 2017 (hereinafter, "Covered Work")

It is understood by the parties to this Agreement that if this Agreement is acceptable to the Seattle Housing Authority and approved (as reflected by the authorized endorsement by the Seattle Housing Authority in the space provided on the signature page of this Agreement), it will become the policy of SHA that the construction work covered by this Agreement will be contracted exclusively to Contractors and subcontractors, who through their execution of a Letter of Assent (Attachment A) binding them to this Agreement, shall have become bound hereto.

It is further understood that the Parties to this Agreement support the active and effective administration and enforcement of the terms of this Agreement by all signatory parties to ensure that the benefits envisioned from it flow to all intended parties: the Owner, taxpayers, residents living in and near SHA housing, Contractors and community groups. SHA will, therefore, designate a Community Workforce Agreement Administrator (hereinafter, "Administrator"), either from its own staff or an independent, third-party contractor, to monitor compliance with this Agreement; assist, as the authorized representative of SHA, in developing and implementing the programs referenced herein, all of which are critical to fulfilling the intent and purposes of the Parties and this Agreement; and to otherwise interpret, implement and administer this Agreement. For such purposes, the Owner recognizes and appoints the Administrator, its successors or assigns, as its agent; and together with Contractors and the Unions, the Administrator shall be considered a party in interest in all matters related to his Agreement.

The Owner will implement this Agreement by including appropriate provisions in its solicitation documents, contract specifications and other contract documents for Covered Work, as hereinafter defined. Therefore, the Parties agree that this Agreement will cover all Contractors, subcontractors of whatever tier, individuals, firms, partnerships, corporations (or any combination thereof), including any joint ventures (hereinafter, "Contractors" or "Employers") that will perform Covered Work and that each will become party to this Agreement and that the Agreement specifies the rights and obligations of each such Contractor as if already party to this Agreement.

The Unions and all signatory Contractors agree to abide by the terms and conditions contained in this Agreement. This Agreement represents the complete understanding of the parties, and no 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. No practice, understanding or agreement between a Contractor and a Union party which is not specifically set forth in this Agreement will be binding on any other party unless endorsed in writing by the Administrator.

The Unions agree that this Agreement will be made available to, and will fully apply to, any successful contractor for Covered Work who becomes a 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 union. This Agreement shall not apply to any work of any contractor performed on any other project or at any location other than as defined in this Agreement. The Unions hereby pledge to work cooperatively with all businesses awarded work governed by this Agreement, despite any other dispute they may have with a business over, for example, trust or benefit payments that arose on non-Covered Work.

The use of masculine or feminine gender or titles in this Agreement shall be construed as including both genders and not as gender limitations, unless the Agreement clearly requires a different construction.

DEFINITIONS

1) **Agreement**: The Yesler Terrace Redevelopment Project Community Workforce Agreement between the Seattle Housing Authority, signatory Contractors and signatory Unions that have negotiated the terms and conditions of employment and have established the labor relations policies and procedures to be applied for the work on the Yesler Terrace Redevelopment Project.

2) **Community Workforce Agreement Administrator**: Contractor or SHA staff who will act as a representative of SHA to interpret, monitor and enforce the terms and conditions of the Agreement.

3) **Construction Unions**: Seattle/King County Building and Construction Trades Council and the Pacific Northwest Chapter of the National Construction Alliance.

- 4) **“Core” Employee**: An employee of a Contractor not signatory to a collective bargaining agreement with any of the Local Unions who meets the criteria established in the CWA.
- 5) **Covered Work**: All on-site construction, reconstruction or rehabilitation work with regard to the Yesler Terrace Redevelopment Project, as further defined in Article II, Section 1, that is bid out and awarded by the Seattle Housing Authority, or for work that is funded by the Seattle Housing Authority and contracted to another government agency, on or before December 31, 2017.
- 6) **Greatest Extent Feasible**: Every effort must be made to comply with the regulatory requirements of Section 3. Recipients of Section 3 covered financial assistance will make every effort within their disposal to meet the regulatory requirements, including developing strategies that will specifically target Section 3 residents and businesses for these types of economic opportunities.
- 7) **HUD Youthbuild Programs**: Programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.
- 8) **Joint Advisory Committee**: A Committee comprised of the Community Workforce Agreement Administrator, representatives of the signatory Construction Unions, as well as Contractors whose purpose is to promote harmonious and stable labor/management relations on the project for issues that have project-wide implications. The Committee meets monthly.
- 9) **“Key” Employee**: An employee of a Union Contractor who meets the criteria established in the CWA.
- 10) **Low-Income and Very Low-Income**: Low- and very low-income limits are determined annually by HUD. These limits are typically established at eighty (80) percent and fifty (50) percent, respectfully, of the median income for each locality by household size or the number of people residing in one (1) house. HUD income limits may be obtained from: <http://www.huduser.org/portal/datasets/il.html>
- 11) **Metropolitan Area**: A metropolitan statistical area (MSA), as established by the Office of Management and Budget. SHA's metropolitan areas are King County, Snohomish County, and Pierce County.
- 12) **Owner**: The Seattle Housing Authority.
- 13) **Parties**: Seattle Housing Authority, Contractors signatory to this Agreement and Unions signatory to this Agreement.

14) **Project:** The term "Project" refers collectively to the individual projects (affordable housing units, community facilities, steam plant renovation and infrastructure) that make up the Yesler Terrace Redevelopment Project.

15) **Section 3 Advisory Subcommittee:** The committee authorized under Article III of this Agreement to provide the Owner with assistance and advisory services concerning the administration of the social equity requirements established for its contracts pursuant to Article XVI.

16) **Section 3 Business Concern:** A business concern,

- a. That is fifty-one percent (51%) or more owned by Section 3 resident: or
- b. Whose permanent, full-time employees include persons, at least thirty (30) percent of whom are Section 3 residents, or were Section 3 residents within three (3) years of the date of first hire; or
- c. That provides evidence of a commitment to subcontract in excess of twenty-five percent (25%) of the dollar award of all subcontractors to be awarded to business concerns that meet the qualifications set forth in paragraphs a or b above.

17) **Section 3 Resident:** A public housing resident or an individual who resides in the metropolitan area or non-metropolitan county in which the Section 3 covered assistance is expended and who is considered to be a low- to very low-income person.

18) **Women-owned or Minority-owned Business Enterprises "WMBEs":** Businesses that are self-identified or certified by the State of Washington Office of Minority and Women's Business Enterprises (OMWBE) to be at least fifty-one percent (51%) owned by women and/or minority group members, including but not limited to African Americans, Native Americans, Asians, Hispanics, and Hasidic Jews.

ARTICLE I: INTENT AND PURPOSE

Seattle Housing Authority is engaged in a long-term, comprehensive effort to replace Yesler Terrace's aging public housing buildings with a new mixed-income community, known as the Yesler Terrace Master Planned Community (hereinafter, "Master Plan", where people from across society can come together to enjoy cultural diversity, neighborhood amenities and high-quality housing, thereby furthering many regional policy goals, including: smart growth, neighborhood scale sustainability, maximizing public transit infrastructure investments, creating "complete streets" and walkable neighborhoods, reducing greenhouse gas emissions, and adding to the stock of affordable housing. The Yesler Terrace Redevelopment Guiding Principles, developed by the Citizen Review Committee, establish core values of social equity, economic opportunity, environmental stewardship and sustainability, and one-for-one replacement housing for the

redevelopment. Affordable housing will include five hundred and sixty-one (561) replacement units targeted to people with incomes under thirty percent (30%) of Area Median Income (AMI), two hundred and ninety (290) additional low-income units serving people with incomes from thirty to sixty percent (30 – 60 %) AMI and up to eight hundred and fifty (850) workforce housing serving people with incomes below eighty percent (80%) AMI. The Master Plan will be carried out over ten to fifteen (10 – 15) years in multiple phases.

The Seattle Housing Authority intends to use the term “Yesler Terrace Redevelopment Project” (hereinafter, the “Project”) to refer collectively to a number of individual projects, listed in Article II, Section 1) that they will build, or fund. These projects are an integral and important part of the overall Yesler Terrace Master Planned Community, but distinctly separate from other Master Plan projects that will be built by non-profits, or market-rate developers, as the work on the Project will be covered by the Yesler Terrace Redevelopment Project Community Workforce Agreement. As such, work on these projects will be referred to as “Covered Work”. SHA seeks to establish the Yesler Terrace Redevelopment Project Community Workforce Agreement as a model for social equity, workforce development and economic development programs. SHA, therefore, wishes to promote these programs through the employment of low-income residents, utilization of Section 3 businesses, women and minority businesses, employment of women and minority workers, as well as to utilize the most modern, efficient and effective procedures for construction, including assurances of a sufficient supply of skilled craft workers, the elimination of disruptions or interference with Covered Work and a Project that is completed on time and within budget.

The Unions agree and accept that critical funding for this Project under the Housing and Urban Development Act of 1968 requires, under Section 3 of the Act (hereinafter, “Section 3”), that economic opportunities be given to qualified residents and businesses in the project area and that SHA and Contractors must exert efforts to achieve the statutes’ training, hiring and contracting goals “to the greatest extent feasible.” Accordingly, the Parties have established and put into operation under this Agreement unique procedures and practices to achieve these goals.

- i. Although the program is quite comprehensive, the intention of this CWA is that only the work bid out and awarded by the Seattle Housing Authority, or work funded by the Seattle Housing Authority and contracted to another government entity, on or before December 31, 2017, will be considered Covered Work. However, it is also the intention of the Parties to offer the CWA to contractors working on projects for non-profits or market-rate developers within the Master Plan on a voluntary basis. The Parties further agree that work not bid out and awarded, or funded by SHA, within the Master Plan may be performed by Contractors that have not entered into or assented to this Agreement or any collective bargaining or labor agreement or otherwise with any Union or any party hereto. Nonetheless and notwithstanding anything contained in this Agreement or any other agreement to the contrary, the Unions and Contractors agree that they will not encourage or engage in any lockouts, strikes or any other demonstrations or disturbances on any projects covered by the CWA.

- ii. Will at all times maintain harmony and cooperation with any and all contractors and others performing work on the Project or Master Plan, and;
- iii. Waive any and all claims, damages, complaints and rights to engage in or encourage any lockout, strike or any other demonstration or disturbance with regard to Covered Work at the Project. The parties agree that the timely and successful completion of the SHA-proposed Yesler Terrace Redevelopment Project is critical to the ability of SHA to meet the area's need to provide affordable housing.

It is the explicit understanding and intention of the parties to this Agreement to use the opportunities provided by the work covered by this Agreement to identify and promote, (through cooperative efforts, programs and procedures) the interest and involvement of low-income residents in the construction industry; to assist them in entering the construction trades, and through utilization of Washington State-approved apprenticeship programs, to provide training opportunities for those residents and other individuals wishing to pursue a career in construction.

To this end, the Parties agree that:

- 1) Section 3-eligible persons seeking pre-apprenticeship training will be given preference for entry into these programs.
- 2) Qualified Section 3-eligible persons who successfully complete approved pre-apprenticeship programs, mutually agreed upon by SHA and the Unions, will be given preference for entry into the Union-sponsored apprenticeship programs
- 3) Qualified Section 3-eligible persons enrolled in Union-sponsored apprenticeship programs will be given preference in dispatch to Contractors working on the Project.
- 4) Section 3-eligible persons who qualify and possess the requisite skills as a journeyman as evaluated by the Local Unions will be given preference in employment by Contractors working on the Project. These evaluations by the Unions will be offered frequently and in close proximity to the Project. Any person denied journeyman status by any of the Local Unions may appeal this decision to the Administrator. The Administrator has sole discretion to accept or deny the decision of the Local Union.

The Project will also provide many opportunities for Section 3 businesses and women- and minority-owned business enterprises to participate as Contractors or suppliers, and the parties therefore agree that they will cooperate with all efforts of SHA for the purpose of encouraging and assisting the participation of these businesses on the Project. Specifically, all parties understand that SHA has established and quantified goals which place a strong emphasis on the utilization of Section 3 businesses and women- and minority-owned businesses on the Project. Each party agrees that it shall employ demonstrable efforts to encourage utilization in an effort to achieve such goals. Further, the parties shall ensure that the provisions of this Agreement do not inadvertently establish impediments to participation of such small local businesses and residents of SHA.

The parties recognize that the construction to take place under this Agreement involves unique and special circumstances, which dictate the need for the parties to develop specific procedures to promote high-quality, rapid and uninterrupted construction methods and practices. The smooth operation and successful and timely completion of the work is vitally important to the residents of Seattle Housing Authority facilities. The parties therefore agree that maximum cooperation among all parties involved is required and that it is essential that all parties work in a spirit of harmony and cooperation, and with an overriding commitment to maintain the continuity of Covered Work.

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

The purpose of this Community Workforce Agreement is to ensure that all construction work at the Project will proceed continuously and without interruption, efficiently, economically, and with due consideration for the protection of labor standards, wages and working conditions. 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 Community Workforce Agreement, the parties agree to establish and put into practice effective and binding methods for the settlement of all misunderstandings, disputes or grievances that may arise between the Contractor(s) or subcontractor(s), at any tier level, and the Unions, or their members, to the end that the Owner, the Contractors and the Unions are assured of complete continuity of operation without slowdown or interruption of any kind.

As previously stated, the parties are committed to providing open access to bidding opportunities for all Contractors and to assuring an adequate supply of craft workers possessing the requisite skills and training in order to provide SHA, their residents and ratepayers a project of the highest quality. Further, the parties agree to cooperate throughout the term of this agreement to develop methods to reduce SHA construction and project administrative costs.

ARTICLE II: SCOPE OF AGREEMENT

This Agreement shall apply and is limited to all Covered Work in regard to all on-site construction, reconstruction or rehabilitation work on the Yesler Terrace Redevelopment Project, on the individual projects specifically listed in Section 1 of this Article, that is bid out and awarded by the Seattle Housing Authority, or for work that is funded by the Seattle Housing Authority and contracted to another government agency, on or before, December 31, 2017.

As such, Covered Work is only to be applied to the individual projects that collectively make up the Yesler Terrace Redevelopment Project. These projects are listed below:

Section 1: **Projects to be covered:**

- (a) Affordable housing units
- (b) Community facilities
- (c) Steam plant
- (d) Infrastructure

It is understood by the Parties that the Owner may at any time, and at its sole discretion, determine to build segments of the Project under this Agreement not currently proposed, or to modify or not to build any one or more of the particular segments proposed to be covered. If segments are added to the Project scope, they will be covered by this Agreement at the discretion of the Owner.

Section 2: **Off-Site Fabrication:**

Pre-cast, pre-fabricated, pre-assembled, or pre-finished items shall be performed in shops or at off-site assembly yards employing workers whose terms and conditions meet or exceed those conditions established by Articles X, and XI of this Community Workforce Agreement for the craft having jurisdiction over the pre-cast, pre-fabrication, pre-assembly, or pre-finishing being performed. The Union recognizes that the timely completion of this project is vital to the Owner. Therefore, if the nature of the work, under project schedule, or contracting circumstances make it necessary to obtain pre-cast, pre-fabrication, pre-assembly, or pre-finishing under conditions different than those above, the Union agrees to cooperate in accommodating the reasonable needs of the Project. If, as a result of such circumstances, the pre-cast, pre-fabrication, pre-assembly, or pre-finishing is performed outside the region, the pre-cast, pre-fabrication, pre-assembly, or pre-finishing will be performed in shops or assembly yards whose terms and conditions of employment equal or exceed those established in this area under the prevailing wage laws applicable for the appropriate work classification. The Project Contractor and the Union agree to discuss any other circumstances affecting off-site fabrication contracting or purchases where an accommodation is sought for any reasons making it necessary to depart from the conditions set forth above. The Union will not unreasonably withhold its consent to such accommodations and the Union agrees to install on-site any components fabricated pursuant to the terms of this Article and Section without limitation. The parties will make every effort to keep an open channel of communication to insure that both parties are fully informed of the facts affecting the substance of this Section.

Section 3: Items specifically excluded from the scope of this Agreement include the following:

- (a) Work of non-manual employees, including but not limited to, superintendents, supervisors, assistant supervisors, staff engineers, 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, supervisory and management employees.

(b) Equipment and machinery owned or controlled and operated by the SHA or by any of the SHA concessionaires or tenants.

(c) All off-site manufacture, pre-fabrication or assembly of materials, equipment or machinery, not in contradiction with Section 2 above.

(d) All employees of the design teams or any other consultants of the SHA for specialty testing, architectural/engineering design and other professional services.

(e) Any work performed on or near or leading to or onto the site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, other than SHA, or their contractors; or by public utilities or their contractors.

(f) Work by employees of a manufacturer or vendor necessary to maintain such manufacturer's or vendor's written warranty or guarantee, or the on-site supervision of such work.

(g) Laboratory for specialty testing or inspections not ordinarily done by the signatory Local Unions.

(h) Non-construction support services contracted by the Owner in connection with this Project.

(i) All work by employees of the SHA or by contractors of retail companies or concessionaires doing business within the Project site after certificate of occupancy has been issued. The Unions recognize that during the term of this Agreement, significant improvements will be contracted directly by tenants or concessionaires and performed by contractors outside the scope of this Agreement.

(j) Construction work ancillary to the Project, but contracted by others. When the Administrator is informed of such construction work, it will notify the Construction Unions as soon as possible thereafter, but not later than twenty-four (24) hours prior to the commencement of such work.

(k) Construction work contracted out and/or performed by contractors of non-profits or market rate developers on the Yesler Terrace Master Planned Community, not covered by this Agreement.

(l) Construction prime contracts whose bids or proposals come in below five hundred thousand dollars (\$500,000).

(m) Construction contracts granted a waiver pursuant to Article IV, Section 8.

(n) Survey work by companies contracted by the Owner to perform QA/QC work for the purpose of verifying the Contractor's work and updating the final survey.

Section 4: (a) The Owner and/or Contractors, as appropriate, have the absolute right to select any qualified contractor and award contracts or subcontracts on this Project without reference to the existence or non-existence of any collective bargaining agreements between the prospective Contractor and any Union party, provided only that such Contractor is willing, ready and able to comply with this Community Workforce Agreement and to execute a Letter of Assent (in the form attached as Attachment A), should such Contractor be awarded work covered by this Agreement.

(b) It is agreed that all subcontractors of a Contractor, of whatever tier, who have been awarded contracts of work covered by this Agreement that are solicited and awarded after the effective date of this Agreement shall be required to accept and to be bound by the terms and conditions of this Community Workforce Agreement, and shall evidence their acceptance by the execution of a Letter of Assent with a copy transmitted to the Construction Unions and the Administrator a minimum of one (1) week prior to the jurisdictional pre-job conference established for that contract.

Section 5: (a) The provisions of this Community Workforce Agreement, including the local Collective Bargaining Agreements (hereinafter, "CBA"), as modified by this Agreement, between bona fide contractor groups or representatives and the signatory Unions having covered work that corresponds to Covered Work on the Project shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. Notwithstanding the foregoing, the Elevator Constructors' National Agreement shall be applied to work falling within the jurisdiction of the Elevator Constructors, except that Articles VII, VIII, and IX of this Agreement shall prevail and be applied to such work.

The Administrator and each Local Union shall agree upon the local collective bargaining agreement to be designated for work covered by this Agreement. Where a subject covered by the provisions of this Agreement is also covered within the applicable CBA, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of the applicable CBA and is not covered by this Agreement, the provisions of the applicable CBA shall prevail.

(b) Disputes pertaining to the applicable source between this Agreement and any CBA provision shall be resolved under the procedures established in Article VIII. It is understood that this Agreement, together with the referenced CBA's, constitutes a self-contained, stand-alone agreement and that, by virtue of having become bound to this Community Workforce Agreement, the Contractor will not be obligated to sign any other local, area or national agreement as a condition of performing work within the scope of this Agreement.

Section 6: This Agreement 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.

Section 7: This Agreement shall be limited to the on-site construction work within the scope of this Agreement, as set forth in Section 1 of this Article, for which prime contractor bids or proposals have been advertised after the effective date of this Agreement, including, specifically, site preparation and related demolition and deconstruction work. Nothing contained herein shall be construed to prohibit, restrict, or interfere with the performance of any other operation, work or function awarded to any contractor before the effective date of this Agreement or which may be performed or contracted by the Owner for its own account on the property, in and around the Project construction sites, or Master Plan.

Section 8: It is understood that the liability of the Contractor and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the Owner and/or any Contractor.

Section 9: None of the provisions of this Agreement shall apply to SHA and nothing contained herein shall be construed to prohibit or restrict SHA or its employees from performing work not covered by this Agreement on the Project sites or Master Plan. As areas and systems of the Project are inspected and construction tested and accepted by the SHA, the Agreement shall have no further force or effect on such items or areas, except when the Contractors are directed to engage in repairs, modifications, check-out and/or warranty functions required by their contract(s).

Section 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.

Section 11: The Parties agree and understand that this Agreement shall not apply to any work that would otherwise be Covered Work except when a government agency or granting authority partially or fully funding such Covered Work determines that it will not fund it if such Covered Work is covered by this Agreement; or a law, regulation, proposition or measure prohibits such coverage or the use by SHA, or for its benefits, or particular funds if such coverage exists. SHA agrees that it will make every effort to secure approval for the application of this Agreement from any government agency or granting authority having authority or control over conditions applicable to the performance of the work.

ARTICLE III:
MONTHLY LABOR/MANAGEMENT MEETINGS
JOINT ADMINISTRATIVE COMMITTEE & SECTION 3 ADVISORY COMMITTEE

Section 1: The parties to this Agreement recognize the necessity for cooperation and communication between Labor and Management, the elimination of

disputes and misunderstandings and the resolution of unfair practices on the part of any party. To this end, the Community Workforce Agreement Administrator will meet monthly with the representatives of the signatory Construction Unions to promote harmonious and stable labor/management relations on this project for issues that have project-wide implications arising under the terms and conditions of this Agreement, and to insure effective and constructive communications between the labor and management parties. The date and time of this meeting will be determined by the parties and will be open to all representatives of Contractors signatory to this Agreement.

At this meeting, the Administrator will give a report on the safety and progress of on-going contracts and any outstanding issues pertaining to this project, and will entertain questions and discuss labor relations matters of mutual interest affecting the work and administration of the Agreement.

Section 2: A Community Workforce Agreement Joint Administrative Committee (JAC) will be formed consisting of equal numbers of Union representatives, selected by the Unions and Contractor representatives, selected by the Administrator. The Committee shall be jointly chaired by a representative of the Administrator and a representative of the Unions, appointed by the Construction Unions. The purpose of the committee will be to resolve disputes and misunderstandings related to the interpretation and effective implementation of this Agreement.

The Committee shall meet at the call of the Joint Chairs of the monthly Labor/Management Meeting to discuss any labor/management problems that may arise or any other matters consistent with this Agreement. The Administrator shall be responsible for the scheduling of the meetings, the preparation of the agenda topics for the meeting with input from the Unions and Contractors. Notice of the date and time of the meeting shall be given to the Committee members at least three (3) business days prior to the meeting. In an emergency, a meeting of the Committee may be held within two (2) business days at the request of any member Union or Contractor. The Meetings will be held at the Seattle Housing Authority offices.

At such meetings any member may present facts concerning any alleged violations of any part of the Agreement by a Contractor or its subcontractors or by any Union. The Unions and the Contractors each agree to notify the other party upon discovery of any potential violation of this Agreement or any practices that might lead to a misunderstanding or dispute between the parties. Any agreement or resolution reached pursuant to this paragraph shall not supersede, alter, modify, amend, add to or subtract from this Agreement.

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

Section 3: (a) ***Section 3 Advisory Subcommittee:*** The parties signatory to this Agreement and the Owner agree that the Owner's existing Section 3 Advisory Committee

shall function under this Agreement as a subcommittee of the JAC. For purposes of this CWA, the Subcommittee shall be comprised of representatives of the Construction Unions, Contractors and affected Community-based organizations with the addition of the Administrator as a participating member. The Administrator will serve as a liaison between this Subcommittee and the JAC and in this capacity, shall brief the JAC on any subcommittee discussions concerning this Project as requested.

The Section 3 Advisory Committee will serve as the central forum for representatives of all interested parties to report, exchange information and ideas, and to advise the Owner's Representatives (Administrator and SHA staff, as appropriate) concerning the operation and results of the Seattle Housing Authority Social Equity Program and the on-going role of this Community Workforce Agreement as an integral component of SHA's Yesler Terrace Redevelopment Project.

It is the goal of the Committee to achieve the inclusion of disadvantaged businesses and individuals in the contracting and employment opportunities created by the Covered Work.

The Committee will serve these purposes:

- 1) Monitor contractors' compliance efforts with the social equity requirements and goals for all Covered Work on the Yesler Terrace Project.
- 2) Advise SHA and its contractors on how best to meet those goals as appropriate as well as address areas of deficiency and corrective measures.
- 3) By its representative composition, the Committee will help interested community members understand the requirements and goals, and SHA's and the Parties' commitment to them.
- 4) Through the Committee's involvement, increase the community's confidence in the effort being made and make success more likely.

The Subcommittee will meet monthly after business hours to discuss work progress and projections and other issues of mutual concern. SHA's contract specifications will include the requirements for its contractors to attend these meetings for work covered under this Agreement.

ARTICLE IV: UNION RECOGNITION AND EMPLOYMENT

Section 1: The Contractor recognizes the Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this Agreement. The collective bargaining relationship so established is recognized to be a "pre-hire" relationship authorized under Section 8(f) of the National Labor Relations Act.

Section 2: The Contractor shall have the right to determine the competency of all employees and the number of employees required, and shall have the sole responsibility for selecting employees to be laid off, consistent with Article V, Section 3.

Section 3: (a) For Local Unions now having a job referral system in their CBA, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as modified by this Article. Such job referral system will be operated in a non-discriminatory manner and in full compliance with federal, state, and local laws and regulation, and referrals shall not be affected by obligations of union membership or the lack thereof. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to accommodate the goals of the SHA to encourage employment of local and disadvantaged Section 3 residents and utilization of small local businesses on the Project, and to facilitate the ability of all Contractors to meet their employment needs.

(b) The Contractor may reject any referral for any lawful nondiscriminatory reason, provided the Contractor complies with Article XI, Section 6. If the Contractor does reject any referral before the dispatched individual performs any work ("turned around"), the Contractor will write a letter to the Administrator and the affected Union explaining the reason(s) for the rejection.

Section 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 the Contractor (Saturdays, Sundays, and holidays excepted), the Contractor may employ applicants from any other available source. The Contractor shall inform the Union and the Administrator of the name of any applicants hired from other sources and shall refer the applicant to the Local Union for dispatch to the Project prior to the commencement of employment.

Section 5: Except as required by law, the Local Unions shall not knowingly refer an employee currently employed by any Contractor working under this Agreement to any other Contractor.

Section 6: 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, disability, national origin or any other protected classification. This shall be applicable to all matters relating to hiring, training, promotion, transfer or termination of employees. The parties agree to cooperate to the fullest extent to achieve the intent and purpose of Title VII of the Civil Rights Act of 1964 and Executive Order No. 11246, or such laws or Executive Orders as may supersede them.

Section 7: No employee covered by this Agreement 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 while employed under the Agreement. All employees shall, however, be required to comply with the union security provision of the applicable CBA, for the period

during which they are performing on-site work, except as modified by this Agreement. The Contractor agrees 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 to the appropriate Union.

Section 8: The Parties recognize SHA's commitment to provide opportunities to the greatest extent feasible contracting opportunities to minority-owned and women-owned businesses and HUD Section 3 businesses (hereinafter "WMBE" or "Section 3"). Contracting participation goals of fourteen percent (14%) for WMBEs and ten percent (10%) for Section 3 businesses have been established for construction projects covered under this Agreement. Additional information concerning these contracting goals is outlined in Exhibit 1. The Parties understand that SHA recognizes small or disadvantaged business enterprises as being covered under its Section 3 business or Women- or Minority-Owned Business programs. The Unions agree that if SHA is unable to meet its WMBE or Section 3 business goals because qualified union WMBE or Section 3 businesses will not bid or propose or are unable to provide a competitive responsive bid or proposal, Article II, Section 3 of this Agreement may be waived by mutual agreement between SHA and the Unions. Such waiver will not be unreasonably denied. The Owner, Contractors, and the Unions shall commit to joint outreach efforts throughout the Seattle area to promote the WMBE, and Section 3 business work opportunities available on the Yesler Terrace Redevelopment Project.

It is the intention of SHA to partner with other Puget Sound area organizations to create a regional approach to encourage, support and "grow" WMBE and Section 3 contractors. Upon establishment of this multi-agency program and approval by SHA, a WMBE or Section 3 contractor may apply to the JAC for a one-time only waiver to be exempt from the terms and conditions of this Agreement. The WMBE or Section 3 contractor receiving the one-time only waiver will be required to attend and successfully complete any program that is developed in order to be eligible for any additional SHA contracts. No parent company, joint ventures, subsidiary and/or other WMBE or Section 3 contractors who share any corporate shareholders with the WMBE or Section 3 contractor to whom this waiver is extended, or WMBE or Section 3 contractors who bid or propose on other work at the Yesler Terrace Master Planned Community for contracts bid out by contractors not signatory to this Agreement shall receive a subsequent second waiver. Any additional contracts awarded to the WMBE or Section 3 contractor will be worked under all of the terms and conditions contained in the Agreement, if applicable.

Section 9: **"Core" Employees:** The parties recognize the Owner's commitment to provide opportunities to participate on the Project to emerging business enterprises as well as other enterprises which may not have previously had a relationship with the Unions signatory to this Agreement. To ensure that such Contractors will have an opportunity to employ workers with whom they have had a previous relationship and who they believe are essential for the efficient, reliable, and consistent operation of their company (hereinafter, "core" employees), the Parties agree that in those situations where a Contractor not a party to a current collective bargaining agreement with the signatory Union having jurisdiction over the affected work is a successful bidder or proposer, the

Contractor may request by name, and the Local will honor, referral of up to a maximum of three (3) persons in each craft, provided that the Contractor first demonstrates that those persons possess the following qualifications:

- i. Any license required by state or federal law for the Covered Work to be performed;
- ii. Have worked a total of at least one thousand (1,000) hours in the construction craft during the prior three (3) years;
- iii. 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 award;
- iv. Have the ability to perform safely the basic functions of the applicable trade.

It is understood by the Parties to this Agreement that the Unions will work with SHA regarding their employee referrals to ensure maximum opportunity for Section 3 placement, apprenticeship utilization, and women and minority utilization consistent with the requirements of Article XVI. Therefore, the method for referral listed below may be modified only to the extent as necessary to achieve a contractor's goals in these areas.

Except that a Contractor may elect to hire one of its core employees to be a foreman, the Union will first refer to such contractor one (1) journeyman employee from the hiring hall out-of-work list for the affected trade or craft, and will then refer one (1) of such Contractor's core employees as a journeyman and shall repeat the process, one (1) and one (1), until such Contractor's crew requirements are met or until such Contractor has hired three (3) core employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). 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.

(a) All Contractors shall require their core workforce and any other persons employed other than through the referral process, to register with the appropriate hiring hall, if any, prior to their first day of employment at the Project site.

(b) If there are any questions regarding a core employee's eligibility under this provision, the Administrator, at the request from the affected Union, shall obtain appropriate proof of such from the Contractor. For proof of employment eligibility, payroll records normally maintained by the Contractor (or officially recognized substitutes) shall be utilized.

(c) Exceptions to core employee referral provisions are allowed for contractors who meet one (1) or more of the following classifications:

- Minority Owned business (MBE)
- Women Owned business (WBE)
- Minority Women Owned Business (MWBE)

- Section 3 Business Concern

For Contractors in these classifications, the limits on core employees shall be as follows: the first two (2) workers may be core employees and the next two (2) shall be Union referrals, understanding that such referrals shall be consistent with SHA's Section 3 employment, apprenticeship, and women and minority employment goals and requirements. Thereafter, dispatch may alternate one-for-one (1/1) between core employees and Union-dispatched employees until there are five (5) core employees, per craft, dispatched to the Contractor. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s).

Section 10: "Key" Employees: To ensure Contractors party to a current collective bargaining agreement with a signatory union with jurisdiction over the affected work have an opportunity to be successful, the Parties agree that they will have an opportunity to employ workers with whom they have had a previous relationship and who they believe are essential for the efficient, reliable, and consistent operation of their company (hereinafter, "key" employees) and that Section 3-eligible workers will have priority access to Project openings. To this end, the Parties agree to the following procedures.

- 1) The Contractor may transfer and continue to employ currently-employed journeymen who qualify as key employees under the criteria set forth below without going to the hiring hall for referral,
- 2) The Contractor may request by name, and the Local will honor referral of up to a maximum of three (3) journeymen in each craft, who qualify as key employees, provided that the Contractor first demonstrates that those persons possess the following qualifications set forth below. Except that a Contractor may elect to hire one of its key employees to be a foreman, the Union will first refer to such contractor one (1) Section 3-eligible employee, if qualified and available, from the hiring hall out-of-work list for the affected trade or craft, and will then refer one of such Contractor's key employees and shall repeat the process, one (1) and one (1), as long as Section 3-eligible employee are available, until such Contractor's crew requirements are met or until such Contractor has hired three (3) key employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s) giving any qualified Section 3-eligible persons on the out-of-work list priority referral. For the duration of the Contractor's work, the ratio of key employees to Section 3 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.
- 3) Key employees, to be eligible for direct transfer or referral under Sections 1 and 2 above, must:
 - i. Possess any license required by state or federal law for the Covered Work to be performed;

- ii. Have worked a total of at least one thousand (1,000) hours in the construction craft during the prior three (3) years;
- iii. Have been on the Contractor's active payroll for at least sixty (60) out of the one hundred eighty (180) calendar days prior to the contract award;
- iv. Have the ability to perform safely the basic functions of the applicable trade.

Section 11: Except as provided in Article V, Section 3, individual seniority will not be recognized or applied to employees working on the Project.

Section 12: 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 Contractor. Craft foremen shall be designated working foremen at the request of the Contractor. Craft workers covered by this Agreement will, in the normal day-to-day operations, take their direction and supervision from their foreman.

ARTICLE V: UNION REPRESENTATION AND STEWARDS

Section 1: Authorized representatives of the Union shall have reasonable access to the Project, provided that such representatives do not interfere with the work of the employees, and further provided that such representatives fully comply with posted visitor, security and safety rules and the environmental compliance requirements of the Project. It is understood that because of the scope of the Project and the type of work being undertaken on the Project site, visitors may be limited to certain times, or areas, or to being accompanied at all times while on the Project site; in such circumstances, however, project workers shall be allowed to confer privately with their authorized Union representatives. The Contractor recognizes the right of access set forth in this Section and such access will not be unreasonably withheld from an authorized representative of the Union.

Section 2: (a) Each signatory Local Union shall have the right to designate a working journeyman as a steward for each General Contractor and for each shift being worked, and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions, such as hiring or termination of fellow employees or the direction of the work. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

(b) A steward for each craft of the signatory Unions employed on the Project shall be permitted on the Project site at all times when work is being performed. Stewards shall not be subject 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.

(c) In addition to his work as an employee, the steward shall have the right to receive, but not solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward shall be concerned with the employees of the steward's Contractor and if applicable, subcontractors, and not with the employees of any other Contractor. The Contractor will not discriminate against the steward in the proper performance of his union duties.

(d) When a Contractor has multiple, non-contiguous work locations on the site, the Contractor may request, and the Union shall appoint, additional working stewards to provide independent coverage of one (1) or more such locations. In such cases a steward may not service more than one (1) work location without the approval of the Contractor and the Union.

(e) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime. Provisions of any CBA giving the steward the option of working all reasonable overtime within his craft and shift shall be recognized, provided that he is qualified to perform the tasks assigned.

Section 3: The Contractor agrees to notify the appropriate Union and the Administrator a minimum of twenty-four (24) hours prior to the layoff of a steward, except in the case of disciplinary discharge for just cause. If a steward is protected against such layoff by the provisions of any CBA, such provisions shall be recognized to the extent that the steward possesses the necessary qualifications to perform the work remaining. In any case in which a steward is discharged or disciplined for just cause, the appropriate Union and the Administrator shall be notified immediately by the Contractor.

Section 4: Personnel of the SHA may be working in close proximity to the construction activities. The Union agrees that the Union representatives, stewards and individual workers will not interfere with the SHA personnel, or with personnel employed by any other employer not a party to this Agreement on either the Project or Master Plan.

ARTICLE VI: MANAGEMENT'S RIGHTS

Section 1: (a) The Contractor retains the full and exclusive authority for the management of its operations. The Contractor shall direct the workforce at its sole prerogative, including but not limited to the hiring, promotion, transfer, layoff, discipline or discharge for just cause of its employees; the selection of foremen and general foremen; the assignment and schedule of work; the promulgation of reasonable work rules; 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. The Contractor may utilize any methods or techniques of construction.

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

Section 2: There shall be no limitation or restriction by a signatory Union upon a Contractor's choice of materials or design, nor, upon the full use and utilization of equipment, machinery, packaging, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials, tools, or other labor-saving devices. The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that installation of specialty items which may be furnished by the Owner may be performed by employees employed under this Agreement who may be directed by other personnel in a supervisory role, or, in limited circumstances requiring special knowledge of the particular item(s), may be performed by employees of the vendor or other companies where necessary to protect a manufacturer's written warranty or where the employees working under this Agreement lack the required skills to perform the work.

Section 3: The use of new technology, equipment, machinery, tools and/or labor saving devices and methods of performing work may be initiated by the Contractor from time-to-time during the Project. The Union agrees that it will not in any way restrict the implementation of such new devices or work methods. 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 VIII of this Agreement.

Section 4: The inspection of incoming shipments of equipment, machinery and construction materials of every kind shall be performed at the discretion of the Contractor by individuals of its choice.

ARTICLE VII: WORK STOPPAGES AND LOCKOUTS

Section 1: There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason during the term of this Agreement (including disputes relating to the negotiation or renegotiation of the local collective bargaining agreements or disputes by the Union(s) or employees at or affecting the Project site or against any Contractor covered under this Agreement and there shall be no lockout by the Contractor.

Failure of any Union or employee to cross any picket line established by any Union, signatory or non-signatory to the Agreement, or by any other organization or individual at or in proximity to the Project construction site is a violation of this Article. Any 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 which is in violation of this Article, agrees as

a remedy for said violation, to pay liquidated damages to the Owner in accordance with Section 4(h).

Section 2: No Union shall sanction, aid or abet, encourage or continue any activity in violation of Section 1 of this Article, Article IX, Section 4, or Article XVIII, Section 3 of this Agreement 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 violate this Article will be subject to disciplinary action, including discharge. The Union shall take all steps necessary to obtain immediate compliance with this Article by employees it represents but shall not be held liable for conduct by employees for which it is not responsible.

Section 3: (a) If the Contractor contends that any Union has violated this Article, Article IX, Section 4 or Article XVIII, Section 3, it will serve written notification upon the Union(s) involved, advising him of the fact, with copies of such notice to the Administrator. The Union(s) will immediately instruct, order and use the best efforts of his office to cause their members to cease any violation of this Article. A Union complying with this obligation shall not be liable for unauthorized acts of its members.

(b) If the Union contends that any Contractor has violated this Article, it will notify the Contractor and the Administrator setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 4. It is agreed by the parties that the term "lockout" for purposes of this Agreement does not include discharge, termination or layoff of employees by the Contractor, nor does it include the Contractor's decision to terminate or suspend work on the Project or any portion thereof for operational or special circumstances.

Section 4: Any party, including the Owner, whom the parties agree is a party in interest for purposes of this Article, or the Administrator, may institute the following procedure, in lieu of or in addition to any other contractual procedure or any action at law or equity, when a breach of Section 1, above, Section 4 of Article IX, or Section 3 of Article XVIII is alleged:

(a) A party invoking this procedure shall notify Michael Beck, whom the parties agree shall be the permanent arbitrator, or his designee, under this procedure. In the event that the permanent arbitrator is unavailable at any time, the designated alternate, _____, shall preside. Invocation of this procedure and notification to the arbitrator on behalf of Contractor parties shall be made by the Administrator. Notice to the arbitrator shall be by the most expeditious means available, with notices to the party alleged to be in violation and to the Construction Unions if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by facsimile, hand delivery or overnight mail but will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator named above or his alternate shall set and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists.

(c) The arbitrator shall notify the parties of the place and time chosen for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party or parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Section 1, above, Section 4 of Article IX, or Section 3 of Article XVIII, has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or, except as expressly provided by Section 4(h) of this Article, to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any party desires an opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such award shall be served on all parties by hand or registered mail upon issuance.

(e) Such award shall be final and binding on all parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. Written notice 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 4(d) 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 hereto are hereby waived by the parties to whom they accrue.

(g) The fees and expenses of the arbitrator shall be equally divided between the moving party or parties and the party or parties respondent.

(h) If the arbitrator determines that a violation of Section 1, above, Section 4 of Article IX, or Section 3 of Article XVIII, has occurred in accordance with Section 4(d) above, the Union(s) shall, within eight (8) hours of receipt of the award, direct all of the employees they represent on the Project to immediately return to work. If the trade involved does not return to work by the beginning of the next regularly scheduled shift following receipt of the arbitrator's award, and the Union(s) has not complied with Section 2 of this Article, then the Union(s) shall pay the sum of twenty-five thousand dollars (\$25,000.00) as liquidated damages to the Owner, and shall pay an additional sum of twenty-five thousand dollars (\$25,000.00) per shift for each shift thereafter on which the trade has not returned to work. If the arbitrator determines that a lockout has occurred in violation of Section 1, he shall be

empowered to award back pay to the employees who were locked out. The arbitrator shall retain jurisdiction to determine compliance with this section and Section 2 of this Article.

Section 5: Procedures contained in Article VIII shall not be applicable to any alleged violation of this Article, with the single exception that any employee discharged for violation of Section 1, above, may resort to the procedures of Article VIII to determine only whether or not he was, in fact, engaged in that violation.

Section 6: The Administrator is a party in interest in all proceedings arising under this Article and Articles VIII and IX and shall be sent contemporaneous copies of all notifications required under these articles, and, at his option, may initiate or participate as a full party in any proceeding initiated under this Article.

ARTICLE VIII: DISPUTES AND GRIEVANCES

Section 1: (a) This Agreement is intended to provide close cooperation between Management and Labor. The Construction Unions, together with the Contractor, commit to completing the construction of the Project economically, efficiently, continuously, and without interruption, delays or work stoppages.

(b) The Construction Unions and Contractors and their employees collectively and individually, realize the importance to all parties of assuring continuous and uninterrupted performance of the work on the Project, and agree to resolve disputes in accordance with the arbitration provisions set forth in this Article.

(c) The Administrator shall administer the processing of the grievance, including the scheduling and arrangement of facilities for meetings at Step 2 and beyond, the selection of the arbitrator to hear the case and any other administrative matters necessary to facilitate the timely disposition of the case.

Section 2: Any question arising out of and during the term of this Agreement involving its interpretation and application (other than trade jurisdictional disputes or alleged violations of Article VII, Section 1, Article IX, Section 4, or Article XVIII, Section 3) shall be considered a grievance and subject to resolution under the following procedures.

Step 1. (a). When any employee subject to the provisions of this Agreement feels he is aggrieved by a violation of this Agreement, he shall, if he intends to grieve his complaint, give notice of his grievance through his Local Union Business Representative or job steward to the work site representative of the involved Contractor. Such notice, to be timely, shall be given within five (5) working days after the disputing party knew or should have known of the facts or occurrence giving rise to the dispute and will state the provision(s) of the Agreement 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. If they fail to resolve the matter within the prescribed period, the grieving party may, within two (2) working days 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 Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential, except as to the parties directly involved, unless endorsed in writing by the Administrator within five (5) working days after resolution has been reached.

(b) Should the Local Union(s) or the Administrator or any Contractor have a dispute with the other party and, if after conferring within ten (10) working days after the disputing party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within three (3) working days, the dispute shall be reduced to writing and proceed to Step 2 as outlined herein for the adjustment of an employee complaint.

Step 2. The International Representative of the involved Local Union or his designee, together with the site representative of the involved Contractor, and the Administrator shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. 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 after the initial meeting at Step 2.

Step 3. (a) If the grievance shall have been submitted but not resolved under Step 2, either party may request in writing within seven (7) working days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator designated from a permanent panel of five (5) arbitrators to this Agreement. Designation of the arbitrator from the panel to hear any grievance shall be by rotation among the panel members and shall be made jointly by the Administrator and the Construction Unions on behalf of the parties. If the panel has not been agreed upon by the parties, arbitrator selection shall be made pursuant to the rules of the American Arbitration Association, which rules shall also govern the conduct of the arbitration hearing. The decision of the arbitrator shall be final and binding on all parties and the fee and expenses of such arbitration shall be borne equally by the involved Contractor and the involved Union(s).

Failure of the grieving party to adhere to the time limits for filing a grievance established herein shall render the grievance null and void. Failure by either party to adhere to the time limits herein beyond the initial filing shall constitute a negative response and shall advance the grievance to the next step in the grievance procedure. Any party, duly notified, who fails to appear or attend a scheduled hearing shall not delay the hearing of evidence or the issuance of any decision by the Committee. The time limits established herein may be extended 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 have no authority to change, amend, add to or detract from any of the provisions of this Agreement.

Section 3: No adjustment or decision may provide retroactivity exceeding sixty (60) calendar days prior to the date of the filing of a written grievance.

Section 4: The Administrator shall be notified by both the involved Union and Contractor of all actions at Steps 2 and 3 and shall, upon his request, be permitted to participate fully in all proceedings at these steps.

ARTICLE IX: JURISDICTIONAL DISPUTES

It is the desire of the parties hereto to provide, establish and put into practice effective methods for the settlement of jurisdictional misunderstandings or jurisdictional disputes which may arise under this Agreement on the site without strike, lockout, work stoppage or slowdown, to the end that all parties shall be assured of continuity of operation and continuity of employment in order that harmonious relations will be maintained. The Contractors, at whatever tier, which are performing construction work at the Project site shall comply fully with this Article.

Section 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.

Section 2. All jurisdictional disputes on this Project, between or among the Construction Unions and Contractors of any tier, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted 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 Agreement.

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

Section 4. The Contractor and each of its subcontractors will follow the jurisdictional guidelines in the "CWA Procedures" that are set forth in Attachment J. The Contractor and each of its subcontractors will complete a "Proposed Trade Assignments" document (Attachment E) and announce proposed work assignments at a pre-job jurisdictional assignment conference with the Construction Unions held in accordance with industry practice not later than fourteen (14) calendar days before commencing any work under this contract. The pre-job conference will be chaired by the Administrator. Competing Unions

may present evidence in support of their jurisdictional claims to the Contractor. Any Union in disagreement with the proposed assignment shall notify the Contractor of its position in writing, with a copy to the Administrator, within seven (7) calendar days thereafter. Within seven (7) calendar days after the period allowed for the Union notices of disagreement with the Contractor's proposed assignments, but prior to the commencement of any work, the Contractor shall make final written work assignments to the Construction Unions with a copy to the Administrator through the issuance of a "Final Trade Assignments" (Attachment F) Any subcontractor brought on after the initial pre-job conference must adhere to the aforementioned procedure prior to commencing any work.

In those cases where an assignment was not covered in the pre-job mark-up and where the involved Unions notify the Contractor of a jurisdictional dispute over unassigned work, then and in that event, the competing Unions will be given no less than two (2) work days time to prepare and present jurisdictional claims for the work in question. When the Contractor becomes aware of any item that is not specifically covered by agreement between the affected trades, then the Contractor will immediately notify the Construction Unions and the Administrator of this specific item of work and allow competing Unions at least two (2) work days to resolve the dispute. These time limits may be extended by mutual agreement, but in no event will work be held up due to ongoing jurisdictional claims.

(d) The Contractor has the obligation to present to the Unions all of the pertinent data, drawings, specifications or descriptions that are available at the time of the jurisdictional mark-up. If the signatory Unions are unable to reach agreement as a result of the pre-job mark-up, then after the time limits have expired, the Contractor shall make a clear assignment of the disputed work with a "Final Trade Assignments" (Attachment F)

ARTICLE X: WAGES AND BENEFITS

In consideration of the mutual desires of the Contractors, the Owner and Unions that all construction work to proceed efficiently and economically, that the Project attract and retain an adequate supply of skilled workers, and that labor standards, wages and working conditions of the workers be protected, the parties agree that:

Section 1: a) All employees covered by this Agreement will be classified in accordance with work performed and paid at least the hourly wage and benefit rates for those classifications in compliance with the applicable prevailing wage rates that are established for contracts covered under this Agreement. The prevailing wage rates in effect for a covered contract shall be established and updated either in accordance with the federal Davis-Bacon Act, 40 U.S.C. § 276a et seq., or the Washington State Prevailing Wage Act, Chapter 39.12 RCW, or both statutes. The applicable prevailing wage determination(s) will be included in the Contractor's particular contract. In the event that a contract is covered by both the federal Davis-Bacon Act, 40 U.S.C. § 276a et seq. and the Washington State Prevailing Wage Act, Chapter 39.12 RCW, the Contractor and every subcontractor shall be required to pay the higher prevailing wage rate for the

classifications used. This requirement applies to laborers, workers and mechanics, employed by any Contractor at every tier, or by any other person who performs a portion of the work contemplated as being covered by this Agreement and which is covered by the terms hereof.

(b) All employees covered by this Agreement may be paid by check and shall be paid no later than the end of the work shift Friday. Paychecks shall be drawn on a local bank, or the Contractor 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. Such notification may be verbal.

Section 2: (a) Except as provided in Section 2(c) below, all Contractors shall make contributions on behalf of all craft employees to the appropriate Labor-Management jointly-trusted employee benefits funds contained in the local collective bargaining agreements. The contribution rates shall be at least equal to the rates set forth in the corresponding federal or state prevailing wage determination for each employee classification. The parties agree that only such bona fide employee benefit funds as accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, training funds, etc.) shall be included in this requirement and be paid by the Contractor on this Project. Bona fide jointly-trusted benefit Plans or authorized employee deduction programs established or negotiated under the applicable CBA or by the parties to this Agreement during the life of this Agreement may be added, subject to the limitations upon such negotiated changes contained in Article XVIII, Section 2 of this Agreement. Such contributions shall be made in compliance with the applicable federal or state prevailing wage determination and shall be due and payable on the due date contained in the applicable CBA.

(b) All Contractors adopt and agree to be bound by the written terms of the legally established trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Funds. Such Contractors authorize the parties to such Funds to appoint Trustees and successor Trustees to administer the Funds and hereby ratify and accept the Trustees so appointed as if made by the Contractors.

(c) **Delinquent Trust Funds:** If any subcontractor, of any tier, working under this agreement, 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 subcontractor, 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 subcontractor and shall not release such withholding until the subcontractor is in compliance. If the delinquent amounts are undisputed in whole or in part between the Fund and the delinquent subcontractor, the Contractor(s) shall issue a joint check to the Fund and the subcontractor in the amount of the undisputed delinquency.

(c) **Alternative Benefits:** The Parties recognize the Owner's commitment to provide opportunities on the Project for WMBE and Section 3 Contractors, as well as other Contractors which may not have previously had a relationship with the Unions signatory to this CWA. To ensure that all such Contractors or subcontractors will be able to employ their core employees on the Project without incurring employee benefit plan costs beyond those of their company-provided plans, such Contractors, if they have a qualifying Health and Welfare and/or Pension plan covering their Project employees, may apply for an exemption from making contributions to Union Health and Welfare and Pension plans on behalf of their core employees. If such Contractors do not have a qualifying company Health and Welfare and/or Pension plan, they shall be required to contribute to the appropriate Union Health and Welfare and/or Pension plan for their core employees. A qualifying company Health and Welfare and Pension plan shall be one that satisfies the following requirements:

- 1) The Contractor's company Health and Welfare and/or Pension plan must have been in existence for a period of at least one (1) year prior to the employing Contractor's bid or proposal submission for work on the Project;
- 2) The employees for whom continued coverage under the company plan will be maintained must be qualified core employees under Article IV, Section 9 and must have been participants in such plans for the six (6) month period prior to their employment on the Project;
- 3) To be exempt, the Contractor must submit a request to the Administrator for the exemption, and;
- 4) The Contractor's exemption request must include:
 - i. A copy of the Contractor's Health and Welfare and/or Pension plan,
 - ii. A list of the core employees employed on the Project to whom the exemption will be applied and for whom company benefit plan coverage and payment of costs will be maintained,
 - iii. A calculation of the combined company and employee costs for such programs expressed as an hourly cost based upon an assumed average monthly work hours of one hundred and sixty (160) hours.
- 5) The Contractor or subcontractor granted an exemption from making contributions to the Union Health and Welfare and/or Pension plan shall continue to pay for coverage under any and all existing Company benefit plans on behalf of its core employees for the

duration of their employment on the Project. In the event that a core employee ceases to be a participant in the company plan, the Contractor thereafter will make contributions on that employee's behalf to the Union Health and Welfare and/or Pension plan.

- 6) For all non-core employees hired by the Contractor, contributions to all applicable Union funds shall be made in the amounts at least equal to and on the schedule required by Section 1(a).
- 7) The Contractor or subcontractor shall submit monthly copies of all remittance forms confirming compliance with all Trust or benefit program requirements to the Administrator.
- 8) All Contractors, of any tier, including those with core employees, will participate in the appropriate Union Pension plans for their Union-referred employees.
- 9) Any Contractor having only one of the two qualifying benefits, either Health and Welfare or Pension, and not the other, the Contractor then must participate in the appropriate Union plan, for the benefit that they do not provide.
- 10) Any Contractor who has satisfied his obligation to provide Health and Welfare and Pension benefits for their core employees, either through company plans or Union plans, may pay them cash, or on their check, for all other benefits stipulated in the appropriate prevailing wage determination.

Section 3: Contractors of whatever tier shall make regular and timely contributions required by Section 2 of this Article in amounts required by this Agreement and on the time schedule set forth in the appropriate Trust Fund schedule. Each Contractor is required to certify to the Administrator that it has paid all benefit contributions due and owing to the appropriate Trust(s) or fringe benefit programs prior to the receipt of its final payment and/or retention.

Section 4: **Wage Premiums.** Wage premiums, including but not limited to, pay based upon height of work, hazard pay, scaffold pay and special skills shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination.

Section 5: **Compliance with Prevailing Wage Laws:** The Parties agree that the Owner shall monitor compliance by all of the Contractors and subcontractors covered by this Agreement and with all applicable federal and state prevailing wage laws and regulations. All complaints regarding possible prevailing wage violations, after exhausting the grievance procedure stipulated in this Agreement, shall be referred to the Owner for processing, investigation and resolution.

ARTICLE XI: HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

For all provisions within this Article, the Parties agree that language in the appropriate prevailing wage determination will apply.

Section 1: (a) **Workday and Workweek:** The normal workweek for the Project will start on Monday and conclude on Friday. Eight (8) consecutive hours between the hours of 6:00 A.M. and 6:00 P.M., plus one-half (1/2) hour unpaid for lunch, approximately mid-way through the shift, shall constitute the standard workday. 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 and to avoid disruption. Forty (40) hours per week shall constitute a regular week's work. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week. The Union(s) shall be informed of the work starting time set by the Contractor at the pre-job conference, which may be changed thereafter upon three (3) working days' notice to the Union(s), the workers and the Administrator.

(b) The Contractor 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 9:00 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.

Section 2: **Starting Times:** Employees shall be at their place of work at the starting time and shall remain at their place of work (as designated by the Contractor) performing their assigned functions. The place of work shall be defined as the gang or toolbox, or equipment at the employee's assigned work location or the place where the foreman gives instructions. The parties reaffirm their policy of a fair day's work for a fair day's wage. There shall be no pay for time not worked unless the employee is otherwise engaged at the direction of the Contractor.

Section 3: **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 (5) days a week, eight (8) hours a day (5/8) schedule, or for work performed in excess of ten (10) hours daily, Monday through Thursday, on a four ten-hour (4/10) day schedule, or forty (40) hours per week. All work on Saturday, Sunday and holidays will be paid at the rate provided in the applicable prevailing wage determination. There will be no restriction on the Contractor's 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.

Section 4: (a) **Shifts.** Shift work may be performed at the option of the Contractor(s) upon three (3) working days' prior notice to the Union, and shall continue for a period of not less than five (5) working days. Saturdays and Sundays, if worked, may be used for establishing the five (5) day minimum work shift. If two (2) shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (1/2) hour unpaid lunch period and shall be paid at the regular rate of pay.

(b) When three (3) shifts are worked, the first (day) shift will work eight (8) hours. The second shift will work seven and one-half (7 1/2) hours. The third shift will work seven (7) hours. The pay for all shifts will be eight (8) hours at the employee's regular straight-time rate of pay. The last shift starting on or before 6:00 P.M. Friday and carrying over to Saturday shall be considered Friday work time and the shift starting on or before 6:00 P.M. on Sunday and carrying over to Monday shall be considered Sunday work time. The shift starting at or after 6:00 A.M. is designated as the first shift, with the second shift following. All shift work will be in accordance to language in the appropriate prevailing wage determination as it relates to each of the Unions signatory to this Agreement.

(c) **Multiple shift:** A two (2) or three (3) shift operation will not be required on the entire project if at any time the Contractor deems it advisable and necessary to work multiple shifts on a specific operation. When multiple shifts are worked, the number of employees on each shift of the operation may vary according to the conditions applicable to each shift and nothing shall require that there be "man-for-man" relief in successive shifts.

(d) When due to conditions beyond the control of the Contractor or when contract specifications require that work can only be performed outside the regular day shift, then a special shift may be worked at the straight time rate of pay. The starting time of work will be arranged to fit the work conditions. It is recognized that due to Owner requirements, such shifts may be of less than eight (8) hours' duration. Employees working on these special shifts will be paid for a full eight (8) hours.

(e) The parties acknowledge that certain construction activities may pose unique work scheduling issues, including a requirement for continuous work twenty-four (24) hours per day, seven (7) days a week (24/7), particularly during the placement of concrete. The parties agree to establish, in good faith, hours of work provisions to assure uninterrupted work on concrete placement in accordance with contract specifications for Covered Work.

Section 5: **Holidays.** Recognized holidays on this Project shall be New Year's Day, Martin Luther King's Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. Recognized holidays under this Agreement shall be celebrated on the date the holiday is celebrated by federal law. Work may be performed on Labor Day when circumstances warrant, such as for the preservation of life and/or property. There shall be no paid holidays. If employees are required to work on a holiday, they shall receive the appropriate overtime rate as determined by the applicable prevailing wage laws.

Section 6: (a) **Reporting Pay.** 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 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 will be required to remain at the Project site available for work for such time as they receive pay, unless released earlier by the principal supervisor of the Contractor(s) or their designated representative. Each employee shall furnish his

Contractor with his current address and telephone number, and shall promptly report any changes in each to the Contractor.

When a newly hired worker is properly dispatched out to a Contractor and found not to be qualified on his first day of employment and sent back to the affected union ("turned around"), the worker will receive two (2) hours show up pay.

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 shift, the employee will be paid a minimum of eight (8) hours for that day.

(b) **Make-up Day.** Should the Contractor be unable to work forty (40) hours in any workweek due to weather or other conditions over which the Contractor has no control, the Contractor may, to the extent permitted by the applicable prevailing wage law, schedule a make-up day (Saturday for 5/8 schedule; Friday for 4/10 schedule). All hours worked on a make-up day 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 and one-half (1 ½) 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, but may be used to make up a holiday. Make-up days are voluntary and should a crew member decline the make-up day 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 workday.

(c) **Call Out Pay.** Any employee called out to work outside of his shift shall receive a minimum of four (4) hours pay at the appropriate rate, including any applicable premium. This does not apply to time worked as an extension (before or after) of the employee's normal shift.

(d) **Discharge/Departure.** When an employee leaves the job or work location of his own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Article XII, Section 3, the employee shall be paid only for the actual time worked.

(e) **Premium Rate Day.** In all cases, if the employee is reporting on a day on which a premium rate is paid, reporting pay shall be calculated at that rate.

Section 7: **Time Keeping.** A brassing system or other method for keeping time will be used to check employees in and out and to record employee time. Subject to the security requirements imposed and reflected in Section 8 of this Article, the procedures for implementing such systems will be developed by the Contractor, Administrator and the Unions.

Section 8: **Security.** The parties acknowledge that if the Owner imposes security requirements for employees to gain access to the job site, Union representatives

will undergo the same clearance procedures as a condition to their access to these areas and therefore agree that such conditions will be imposed and that application and enforcement of such requirements may be grounds to terminate or deny an employee work on the Project or to deny access of their representatives to these Project areas.

ARTICLE XII:
SAFETY
PROTECTION OF PERSON AND PROPERTY
JOINT LABOR/MANAGEMENT SAFETY COMMITTEE

Section 1: The parties to this Agreement will form a Joint Labor/Management Safety Committee consisting of equal numbers of Contractor and Union representatives, to be agreed upon by the parties, which shall be jointly chaired by the Administrator, or designee, and a representative of the Construction Unions. The Committee will meet at the call of the Joint Chairs of the monthly Labor/Management Meetings to receive reports on safety programs instituted by the SHA and the individual Contractors on the Project site and to discuss and advise such parties of the Agreement with regard to recommended safety programs and procedures to maintain the highest level of occupational safety on the Project site.

Section 2: (a) It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the Owner or the Contractor. It is understood that the employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the Owner.

(b) Employees shall be bound by the safety, security and visitor rules and environmental compliance requirements established by the Contractor, the Administrator or the Owner. These rules will be published and posted in conspicuous places throughout the work site. An employee's failure to satisfy his obligations under this Section will subject him to discipline, including discharge.

(c) It is the policy of the Owner that the use, sale, transfer, purchase and/or possession of a controlled substance, and/or alcohol while on the Project premises at any time during the workday is prohibited. Accordingly, the parties have agreed to follow the policy for substance abuse and alcohol testing set forth in the Yesler Terrace Community Workforce Agreement and Substance Abuse Prevention Program (See Attachment B). This Policy outlines the safeguards for the testing of employees for prohibited or controlled substances, adulterants and alcohol. It is agreed, with respect to such testing, that:

- (i) No person referred from the Union hiring hall shall be allowed on-site as an employee until such person has completed and passed any test(s) required under the program;

- (ii) A person who is put to work immediately after having passed the tests shall be paid starting at the time he reported for the test(s), and;
- (iii) Where a contractor requests a person to report for purposes of a pre-employment substance abuse and alcohol test, and does not intend to place him in an active work position on that day, the person shall receive two (2) hours of pay at the regular straight-time hourly rate if the test is negative.

(d) These procedures involve the use of an independent testing agency and evaluation by an outside medical review officer and may include pre-employment, reasonable suspicion, post-accident and random testing. If allowable under Washington State law, the Contractor may utilize an "instant/quick test" procedure as an initial screening of employees. All individuals who test positive on the instant/quick test will be subject to full testing procedures to verify the results.

(e) The unauthorized use or possession of firearms, weapons, explosives or incendiary materials on or near the Project premises, including SHA-owned or leased parking lots, is prohibited. Any employee who violates this provision will be subject to discipline including discharge and/or removal from the Project.

Section 3: A Contractor may suspend all or a portion of the job to protect the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the contractor requests employees to remain at the site and be available for work, the employees will be compensated for the standby time at their appropriate hourly rate of pay.

Section 4: The Contractor shall provide a convenient and sanitary supply of drinking water, cooled in the summer months, and sanitary drinking cups. The Contractor shall also provide adequate sanitary toilet facilities. The Contractor or its subcontractors shall provide a safe place for storage of tools and facilities that are ventilated, lighted and heated for changing clothes.

ARTICLE XIII: NON-DISCRIMINATION

Section 1: The Contractors and the Unions agree to abide by SHA's Equal Employment Opportunity and Non-Discrimination policies and procedures. All construction contracts issued for work covered under this Agreement shall contain these contract clauses.

ARTICLE XIV: TRAVEL AND SUBSISTENCE

Section 1: Travel expenses, travel time, subsistence allowance and/or zone rates and parking reimbursements shall not be applicable to work under this Agreement

except as expressly provided in this Agreement and as may be required in any applicable prevailing wage determination.

Section 2: Parking at or near the Project site will be provided to the workers at no cost. Employee access to the Project site by private automobile may be limited to certain roads and/or parking areas. Transportation between the parking area(s), if beyond four (4) standard city blocks (1,200 feet) and the work site shall be provided by the Contractor. Compensated time spent in transit between the work site and the parking area shall not be considered time worked for overtime purposes.

ARTICLE XV: WORKING CONDITIONS

Section 1: Organized breaks or other non-working time shall not be required during working hours. Individual non-alcoholic beverage containers will be permitted at the employee's work location.

Section 2: The Owner and/or Contractor shall establish such reasonable Project rules, as the Owner and/or Contractor deems appropriate, provided such Project rules are not inconsistent with this Agreement. These rules will be explained at the pre-job conference and posted at the Project site by the Contractor and may be amended thereafter as necessary. Failure to observe these rules and regulations by any employee may be grounds for discipline, including discharge.

Section 3: There shall be no restrictions on the emergency use of any tools by any qualified employee; or on the use of any tools or equipment for the performance of work within the employee's craft jurisdiction, provided the employee can safely use the tools and/or the equipment involved.

Section 4: Security procedures for control of tools, equipment and materials are the responsibility of the Contractor. Employees having any company property or the property of another employee in their possession without authorization is subject to immediate discharge. The Contractor will be responsible for the establishment of reasonable security measures for the protection of personal, company and Owner property.

Section 5: Standby crews and featherbedding practices will not be tolerated.

Section 6: Specialized equipment may be installed, adjusted, tested, and serviced by the Owner's employees, agents or representatives prior to the occupancy of the Project.

Section 7: 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 determined desirable.

Section 8: Any employee who willfully damages the work of any other employee, or any material, equipment, apparatus, or machinery shall be subject to immediate termination.

ARTICLE XVI: WORKFORCE DEVELOPMENT/SOCIAL EQUITY/TRAINING

Section 1: **Employment Requirements:**

1.1 General: a) The Parties agree to abide by the terms of the Agreement in support of SHA's social equity programs.

b) **Recruitment and Retention Strategies:** The Parties to this Agreement are committed to make efforts to recruit and retain historically disadvantaged or underrepresented people, including people of color, women, and low-income people. All efforts will be made to remove barriers to the social equity objectives outlined in this Agreement. The Parties agree to develop a Recruitment and Retention Strategy to build a significant Section 3 resident workforce and to ensure that lasting gains in Section 3 resident workforce representation will result.

To this end, the Parties to this Agreement endorse and subscribe to Section 3 listings as the means for identifying, recruiting, screening and preparing these individuals for pre-apprenticeship and Local Union(s) apprenticeship programs that ultimately will lead to journeyman careers in the construction industry. The Parties also agree to use the Section 3 listings to identify, recruit, and provide employment opportunities to those Section 3 residents who have attained journeyman status.

c) **HUD Section 3 Employment Preference:** In order to promote the use of "HUD Section 3-eligible persons" on its projects, the Parties agree that available and qualified Section 3-eligible persons will be given first priority in entry to Union apprenticeship programs and hiring for journeyman classifications to the greatest extent feasible, provided that these persons meet all apprenticeship or journeymen requirements as applicable.

d) **Contractor Community Participation Plan:** As part of its implementation of the terms of this Agreement, SHA shall require each Contractor bidding or proposing on an SHA project covered under this Agreement to submit with its bid or proposal a Community Participation Plan. The Plan shall describe in a manner consistent with the terms and conditions of this Agreement, the Contractor's staffing plan and resources upon which the Contractor will rely, if successful, to ensure fulfillment of the employment goals and requirements established for the project for Section 3 residents, apprenticeship, and

women and minorities. This Plan also requires the Contractor to describe their plans for providing opportunities to Section 3 businesses and WMBEs in an effort to fulfill the contracting goals and requirements established for a project. Section 3 business and WMBE contracting goals and requirements that apply to Covered Work are included in Exhibit 1.

1.2 Pre-Apprenticeship:

Pre-apprenticeship Entry Programs: The parties recognize the location of this project and the desire to facilitate, primarily, the entry of low-income residents within the City of Seattle limits of King County into the construction trades through the pathway of apprenticeship. The unions agree to coordinate with various pre-apprenticeship organizations including the Seattle Vocational Institute (SVI) Multiple Trades program, Apprenticeship & Nontraditional Employment for Women (ANEW), and others within the target areas as outlined in Section 2 (d) of the HUD Act of 1968. Pre-apprenticeship organizations will serve as resources for preliminary orientation, assessment of construction aptitude, referral of qualified applicants to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs of the target resident population.

1.3 Section 3 Employment Listings, Referral and Dispatch: To ensure maximum opportunity is provided to eligible Section 3 persons, the Parties agree to the following procedures for establishment of Section 3 employment lists, referral, and dispatch:

A. The Owner, in cooperation with the Unions, shall prepare lists of Section 3-eligible persons who have been determined to satisfy the pre-requisites for one (1) or more of the following training or employment categories:

- i. Acceptance into one (1) or more of the Union apprenticeship programs.
- ii. Are indentured into a recognized joint apprenticeship program sponsored by a signatory union.
- iii. Possess the required skills for direct referral to Covered Work opportunities as a journeyman in a specific classification.

B. When a Contractor requires an apprentice or journeyman to be dispatched from any Local Union for employment on the Project, the Contractor will specify that they will be a Section 3-eligible person. The affected Union will maintain a list of qualified and available Section 3-eligible persons that has been mutually evaluated and agreed upon by SHA and the Union. The Contractor shall provide an explanation to the Administrator if the dispatched Section 3-eligible person is not hired. If the Local Union has good cause to deny a dispatch to a Section 3-eligible person, it can request a review by the Administrator. The Administrator, after consultation with the Local Union, has sole discretion to approve or deny the dispatch.

C. To the extent possible, hiring shall be done in the following order of priority:

- i. Residents of Yesler Terrace.
- ii. Residents of other housing developments managed by the Owner.
- iii. Participants in a HUD Youthbuild program in the metropolitan statistical area.
- iv. Residents of the City of Seattle, starting at the zip codes adjacent to the Project.
- v. Residents of the metropolitan statistical area (MSA) covering King, Snohomish, and Pierce Counties.

1.4 Preferred Entry and Apprenticeship:

(a) **Preferred Entry:** It is recognized that special procedures will be established by the Parties to this Agreement for the preferred entry of qualified and available Section 3-eligible persons, who have successfully completed a SHA- and Union-approved pre-apprenticeship program, into Union apprenticeship training and employment of these persons who have not previously qualified to be employed on construction projects of the type covered by this Agreement. The parties agree that they will make efforts to the greatest extent feasible to implement such orders, regulations or agreements for the benefit of Section 3-eligible persons. Section 3-eligible persons will be given priority for entry into the Union-sponsored apprenticeship programs.

(b) Each Contractor requesting workers to satisfy their apprenticeship obligation shall first select Section 3-eligible persons who have qualified for apprenticeship from a list compiled by SHA and the Unions and maintained by SHA's Section 3 Coordinator. The Unions and the Contractors agree to hire Section 3 preferred entry apprentices as early as possible in the Project. In order to give Section 3 preferred entry apprentices an opportunity to become established in their apprenticeship training, Contractors are required to provide a minimum of seven hundred (700) hours of work, or completion of the Contractor's contract, unless the apprentice is terminated for cause. If a Section 3 preferred entry apprentice leaves employment, for whatever reason, Contractors will replace that apprentice with another Section 3-eligible person. If the Contractor exhausts all of the Section 3-eligible persons off of the SHA list, they may request an apprentice from the appropriate Union's apprenticeship list.

(c) **Apprenticeship Goal:** The Parties recognize and agree to abide by the fifteen percent (15%) apprenticeship requirement that shall apply to all contractors and subcontractors covered under this Agreement over \$500,000.

(d) **Dispatch:** The parties agree that apprentices will not be dispatched to Contractors working under this Agreement unless there is a journeyman or other Contractor employee working on the Project where the apprentice is to be employed who is qualified to assist and oversee the apprentice's progress through the program in which he is participating.

1.5 Employment of Women and Minorities (EEO): The Parties recognize and agree to abide by the SHA's good faith efforts to meet the employment goals of minorities and women on its construction contracts. SHA establishes voluntary employment goals of twenty-one percent (21%) minorities and twenty percent (20%) women, with a voluntary employment sub goal of four and a half percent (4 ½%) for minority women.

1.6 School to Work: In recognition of the aging construction workforce and the need to support efforts to educate, expose and train young people to enter into construction trades, the Parties agree to participate in "School to Work" programs that may be currently in operation, or that may be developed during the course of this Project by mutual agreement with the Unions.

The Parties agree that they will make all good faith efforts to support such programs and will encourage and give preference to Section 3-eligible persons who qualify for these programs.

1.7 CWA Reporting Requirements:

- (a) **Monthly Documentation and Reporting:** Contractors shall submit monthly reports in a format and timing set by the Owner showing their progress in meeting the goals and requirements as specified in their particular contracts, and consistent with the terms and conditions of this Agreement.
- (b) **Failure to Meet Goals:** Whenever there is a documented failure to meet its goals, the reason for the Contractor's or subcontractor's failure will be reviewed and, where the Owner determines that an additional effort is required and that such an effort is likely to improve the results, the Contractor or subcontractor will be required to develop additional specific outreach strategies and report its plan for achieving compliance to the Owner and the Section 3 Advisory Committee to improve future performance. Contractor claims concerning failures of Local Unions to dispatch the requested number of Section 3-eligible persons will be reviewed by the Section 3 Advisory Committee and Administrator.
- (c) **Section 3 Advisory Committee:** As outlined in Article III, Section 3, various provisions of this Agreement have been agreed to in order to achieve the inclusion of disadvantaged businesses and individuals in the contracting and employment opportunities created by the Covered Work. The Committee meets monthly after business hours to discuss work progress and projections and other issues of mutual concern. Contractors are required to attend these meetings and report on their efforts to meet the social equity goals and requirements of the contract, consistent with the terms of this Agreement. The Administrator shall brief the JAC as appropriate on any issues arising out of the subcommittee as it concerns this Agreement.

ARTICLE XVII:
HELMETS TO HARDHATS

1.1 General: The Parties agree to abide by the terms of the Agreement in support of the Helmets to Hardhat program.

(a) The Employers 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 Employers 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.

(b) The Unions and Employers 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.

(c) Veterans identified by the Center and programs established by Local Unions, who qualify as Section 3-eligible persons, will be given priority in hiring.

ARTICLE XVIII: SAVINGS AND SEPARABILITY

Section 1. It is not the intention of either the Contractor or the Union parties to violate any laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of the Agreement are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Contractor and Union agree that if and when any provisions of this Agreement are finally held or determined to be illegal or void by a court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of any applicable law and the intent of the parties hereto.

Section 2. Should a court of competent jurisdiction issue any order which results, temporarily or permanently, in the delay of the bidding, awarding, and/or construction work on the Project, the Owner may withdraw, at its absolute discretion, the inclusion of this Agreement as part of any solicitation specification affected by such court order for contract packages to be advertised. In the event of such court order, the Parties agree to enter into negotiations in an effort to conform the Agreement to the terms of the court order and otherwise to keep the Agreement in full force and effect on the Project, to the maximum extent legally possible for work in progress and for inclusion in solicitation specifications for future work.

Section 3. The occurrence of events covered by Sections 1 and/or 2 above shall not be construed to waive the prohibitions of Article VII.

ARTICLE XIV: DURATION OF THE AGREEMENT

This Community Workforce Agreement shall be effective on the date approved by the SHA, and shall continue in effect for the duration of the Project construction work described in Article II hereof and any additional work subsequently added to Article II, Section 1, provided that all work to be covered must be awarded on or before December 31, 2017.

Section 1.

(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 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 and/or accepted by the Owner or third parties with the approval of the Owner, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by 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 will be provided to the Union 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 Notice of Acceptance is given by the Owner to the Contractor.

(c) **Termination.** Final termination of all obligations, rights and liabilities and disagreements shall occur upon receipt by the Union of a written notice from the Administrator or the Owner saying that no work remains within the scope of the Agreement.

Section 2.

(a) CBA's incorporated as part of this Agreement shall continue in full force and effect until the Contractor and/or Union parties to the collective bargaining agreements notify the Administrator in writing of mutually agreed upon changes in such Agreements and their effective date(s).

(b) The parties agree to recognize and implement such changes on their effective dates, provided, however, that any provisions negotiated in said collective bargaining agreements will not apply to work covered by this Agreement if such provisions are less favorable to the Contractor for work covered by this Agreement than those uniformly required of contractors for construction work normally covered by those Agreements; nor shall any provision be recognized or applied if it may be construed to apply exclusively or predominantly to work covered by this Agreement.

(c) As part of this understanding, the Contractor agrees and consents to pay the increased contributions to the relevant jointly administered trust funds pursuant to the provisions of

any collective bargaining agreements negotiated by the Unions during the term of this Agreement and made effective when such increases are published in the annual adjustment to the applicable prevailing wage and as agreed in Article X, Section 1 of this Agreement.

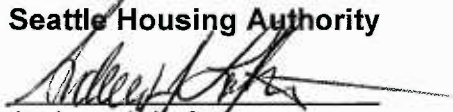
(d) Any disagreement between the parties over the incorporation into the CBA's of any provision agreed upon in the negotiation of the local collective bargaining agreement which serves as the basis for the CBA shall be referred to _____, for resolution under the procedures established in Article VIII.

Section 3. The Union agrees that there will be no strikes, work stoppages, sympathy strikes, picketing, slowdowns, or any other disruptive activity affecting the Project by any Union involved in the negotiation of such local collective bargaining agreements, nor shall there be any lockout on this Project affecting the Union during the course of such negotiations.

In witness whereof, the parties have caused this Agreement to be executed and effective this 3rd day of January, 2013.

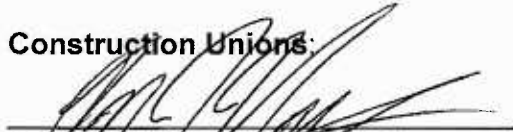
FOR THE PARTIES:

Seattle Housing Authority

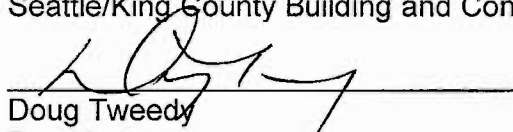


Andrew J. Lofton
Executive Director

Construction Unions:



Lee Newgent
Executive Secretary
Seattle/King County Building and Construction Trades Council



Doug Tweedy
President
Pacific Northwest Chapter of the National Construction Alliance II

And Their Affiliated Local Unions:

International Association of Heat and Frost
Insulators and Asbestos Workers,
Local No. 7

By: _____

International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths, Forgers
and Helpers, Local No. 502

By: _____

International Union of Bricklayers and
Allied Craftworkers, Local. No. 1

By: 

United Brotherhood of Carpenters and
Joiners of America, Regional Council

By: _____

Operative Plasterers' and Cement Masons'
International Association of the United
States of America, Cement Masons
Local No. 528

By: _____

Operative Plasterers' and Cement Masons'
International Association of the United
States of America, Plasterers Local No. 77

By: _____

International Brotherhood of Electrical
Workers, Local No. 46

By: _____

International Brotherhood of Electrical
Workers, Local No. 77

By: _____

International Association of Bridge,
Structural and Ornamental Iron Workers,
Local No. 86

By: _____

Laborers' International Union of North
America, Local No. 242

By: _____

Laborers' International Union of North
America, Local No. 440

By: _____

International Union of Operating Engineers, Local No. 302

By: _____

International Union of Elevator Constructors, Local No. 19

By: _____

International Union of Painters and
Allied Trades, District Council

By: _____

United Association of Journeyman and
Apprentices of the Plumbing and Pipe
Fitting Industry of the United States and
Canada, Local No. 32

By: _____

United Association of Journeymen and
Apprentices of the Plumbing and Pipe
Fitting Industry of the United States and
Canada, Local. No. 699

By: _____

Sheet Metal Workers' International
Association, Local No. 66

By: _____

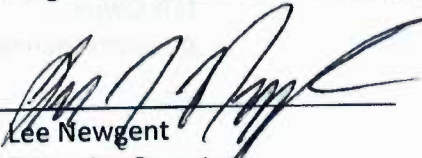
United Union of Roofers, Waterproofers and Allied Workers, Local No. 54

By: _____

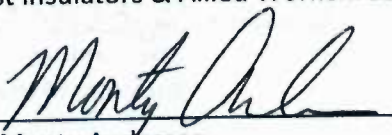
International Brotherhood of Teamsters,
Local No. 174

By: _____


Seattle Building & Construction Trades Council

Signature: 
Lee Newgent
Executive Secretary

Heat & Frost Insulators & Allied Workers Local 7

Signature: 
Monty Anderson
Business Manager

Bricklayers Local 1

Signature: 
Dennis Becker
Business Manager

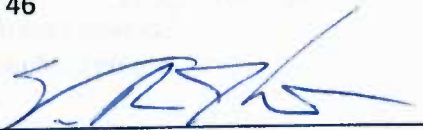
Boilermakers Local 502

Signature: 
Dale Mason
Business Manager

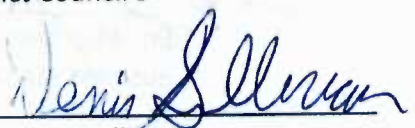
Cement Masons & Plasterers Local 528

Signature: 
John Kearns
Business Manager

IBEW Local 46

Signature: 
Virgil Hamilton
Business Manager

IUPAT District Council 5

Signature: 
Denis Sullivan
Business Manager

Elevator Constructors Local 19

Signature: Don Felton
Don Felton
Business Manager

UA Plumbers & Pipefitters Local 32

Signature: Jeff Owen
Jeff Owen
Business Manager

Iron Workers Local 86

Signature: Steve Pendergrass
Steve Pendergrass
Business Manager

Roofers Local 54

Signature: Steve Hurley
Steve Hurley
Business Manager

Laborers Local 242

Signature: Dale Cannon
Dale Cannon
Business Manager

Laborers Local 440

Signature: Alan Clune
Alan Clune
Business Manager

Sheet Metal Workers Local 66

Signature: Eric Martinson
Eric Martinson
Business Manager

Sprinkler Fitters Local 699

Signature: Stanton Bonnell
Stanton Bonnell
Business Manager

Teamsters Local 174

Signature: Lawrence A. Boyd
Rick Hicks ~~AB~~ LAWRENCE A. BOYD
Business Manager JR. BUSINESS AGENT

Operating Engineers Local 302

Signature: Marge Jungers

EXHIBIT 1

SECTION 3 PROGRAM BUSINESS AND WOMEN AND MINORITY BUSINESS COMMUNITY CONTRACTING GOALS AND REQUIREMENTS

Section 1: Section 3 Businesses:

- (a) **General:** The Parties to this Agreement recognize the Owner's policies and procedures for increasing opportunities to Section 3 Businesses and Women and Minority Business Enterprises. SHA shall insert in its solicitation and contract documents the relevant Section 3 and WMBE contract requirements that shall apply to the Covered Projects. These provisions include but are not limited to the following:

(b) Section 3 Business Utilization Goal and Requirements:

1. HUD Section 3 Business Numerical Goal: The numerical goal for Section 3 business participation on an SHA construction contract is 10% of the total contract amount. The Contractor will document its good faith efforts to meet this numerical goal during the term of the contract.
2. Definitions: HUD Section 3 Businesses –A business may qualify as a HUD Section 3 business by meeting one of the following criteria:

A business may qualify as a Section 3 business by meeting one of the following criteria:

- a. Fifty-one percent or more of your business is owned and managed by a Section 3 qualified person or persons. (See qualification guidelines below)
- b) Thirty percent or more of your permanent, full time employees are Section 3 qualified persons.
- c) You can provide evidence of a commitment to subcontract in excess of 25 percent of the amount of all subcontracts to Section 3 certified businesses.

Qualification Guidelines for Section 3 Person(s) - A Section 3 qualified person must:

- 1) Be a City of Seattle Housing Authority public housing resident; or
- 2) Live in the metropolitan statistical area (MSA) covering King, Snohomish, and Pierce counties, and,
- 3) Earn no more than the following amounts for the respective MSA area*:

Region/ Area	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
King and Snohomish Counties	\$ 45,500	\$ 52,000	\$ 58,500	\$ 65,000	\$ 70,200	\$ 75,400	\$ 80,600	\$ 85,800
Pierce County	\$ 40,150	\$ 45,900	\$ 51,650	\$ 57,350	\$ 61,950	\$ 66,550	\$71,150	\$ 75,750

*These amounts are adjusted by HUD annually. Because SHA contracts will reflect these adjustments, no modification to the Agreement shall be required.

- (c) **Section 3 Business Outreach and Utilization:** As part of its bid or proposal, SHA requires contractors to document its good faith efforts to provide opportunities to Section 3 businesses. SHA includes in its solicitation specifications resource information regarding Section 3 certified firms. SHA maintains a listing of the businesses it has certified as Section 3 businesses. This list is accessible on its website at <http://seattlehousing.org/business/development/>. Furthermore, many of the Section 3 firms that SHA has certified may also be eligible Women or Minority businesses. SHA allows firms to count toward both the Section 3 contracting goal as well as the WMBE goal.

Section 2: Women and Minority (WMBE) Businesses:

a) WMBE Contracting Goal: SHA has established a women and minority business utilization goal of 14% for Covered Work under the Yesler Terrace Redevelopment Project.

b) WMBE Subcontracting Plan: Contractors shall be required to submit as part of their bid or proposal a Community Participation Plan describing how they intend to solicit the participation of, and encourage the utilization of Minority and Women Business Enterprises (WMBEs) on the Project. The Contractor's plan must demonstrate the Contractor's commitment to take all necessary affirmative steps (good faith efforts) to provide contracting opportunities for WMBEs to the greatest extent possible. Examples of good faith effort activities include but are not limited to:

1. Working with community based organizations, such as the Contractor's Resource Center (CRC) to identify a diverse group of Subcontractors.
2. Participating in community job fairs, conferences, and trade shows;
3. Advertising in local community publications;
4. Placing Project information signs in strategic locations on the jobsite;
5. Distributing solicitation notifications to targeted mailers/faxes
6. Hosting "Information Nights" for WMBE Subcontractors at area churches and community centers;
7. Placing identified firms on formal and informal solicitation/bid lists;
8. Encouraging identified firms' participation through direct solicitation of bids or proposals whenever they are potential sources;
9. Encouraging the establishment of joint ventures among Subcontractors between non-WMBE and WMBE Subcontractors and/or between two WMBE Subcontractors in order to increase opportunities for as many Subcontractors as possible;

10. advertising in minority and women's publications and/or submitting copies of competitive solicitations to minority and women's plan centers;
11. Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
12. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
13. Encouraging Subcontractors to subcontract with qualified WMBEs; and
14. Using the services and assistance of the U. S. Small Business Administration (SBA), the State of Washington Office of Minority and Women's Business Enterprises (OMWBE), the Northwest Minority Business Council (NWMBC), and Minority Business Development Agency of the Department of Commerce.

Section 3: **Documentation and Monthly Reporting:** Contractors shall maintain documentation as determined by the Owner of their compliance with these requirements and shall submit monthly reports to the Owner. These reports will also be shared with SHA's Section 3 Advisory Committee. The reports shall document the contractors' progress in meeting its commitments with its contracting goals as outlined in its Community Participation Plan.

Section 5: **Implementation:** While the Parties recognize the Owner's policies and procedures regarding goal establishment, outreach, and administration, if any Party to this Agreement believes there are other areas effecting the successful implementation of the Section 3 or WMBE goals or requirements that are not covered by SHA's policies and procedures, than the Party will inform the Administrator and make a formal request in writing regarding the review and possible development of additional policies and procedures. The Administrator will review the request in consultation with the JAC, the Section 3 Advisory Committee, and other representatives of the Owner, shall develop as necessary, new policies and procedures addressing said area.

SEATTLE HOUSING AUTHORITY
COMMUNITY WORKFORCE AGREEMENT
YESLER TERRACE REDEVELOPMENT PROJECT
SHA CONTRACT # _____

“LETTER OF ASSENT”

The undersigned, as a Contractor(s) or subcontractor(s) on a contract which is part of the Seattle Housing Authority Yesler Terrace Redevelopment Project, for and in consideration of the award of a Contract to perform work on said Project, and in further consideration of the mutual promises made in the Community Workforce Agreement, a copy of which was received and is acknowledged, hereby:

- (1) On behalf of itself and all its employees, accepts and agrees to be bound by the terms and conditions of the Community Workforce Agreement, together with any and all amendments and supplements now existing or which are later made thereto, and understands that any act of non-compliance with all such terms and conditions, including but not limited to, evidence of compliance with the pre-employment controlled substance testing, will subject the non-complying Contractor or employee(s) to being prohibited from the Project Site until full compliance is obtained.
- (2) Certifies that it has no commitments or agreements which would preclude its full compliance with the terms and conditions of said Community Workforce Agreement.
- (3) Agrees to secure from any Contractor(s) (as defined in said Community Workforce Agreement) which is or becomes a subcontractor(s) (of any tier), a duly executed Letter of Assent in form identical to this document prior to commencement of any work.

Dated: _____

(Printed Name of Contractor/Company)

(Signature of Authorized Representative)

(Print Name and Title)

(Phone Number)

(Prime Contractor)

(Billing Address)

(SHA Contract Number and Project Name)

(City, State and Zip Code)

**SEATTLE HOUSING AUTHORITY
YESLER TERRACE REDEVELOPMENT PROJECT
COMMUNITY WORKFORCE AGREEMENT**

SUBSTANCE ABUSE PREVENTION PROGRAM

The Local Unions signatory to the Seattle Housing Authority Yesler Terrace Redevelopment Project Community Workforce Agreement ("CWA") and the Seattle Housing Authority (SHA) have agreed on this Substance Abuse Prevention Program ("Program") for application to all Contractor craft personnel working on the Yesler Terrace Redevelopment Project (the "Project"). This Program supersedes any policies negotiated for any other work outside of the Project by Contractors and the Unions that might otherwise apply. Nothing in this Agreement is intended to supersede or diminish more restrictive controlled substance, marijuana or alcohol regulations imposed by federal or state agencies upon specific employee groups or categories of employees who are also covered by this Program. A summary of this Program shall be provided to all employees. The full Agreement shall be made available to any Union representative or to Project employees upon request.

The intention of this Program is to establish the Yesler Terrace Redevelopment Project as a drug- and alcohol- free workplace in order to assure safe and productive working conditions with due regard for the personal privacy interests of Project employees. It is not the intention of the parties that any Contractor intrude on off-duty activities of Project employees away from the Project site unless those activities have a job-related impact. The circumstances permitting controlled substance, marijuana and alcohol testing in this Program have been carefully defined and intentionally restricted. The Substance Abuse Coordinator ("Coordinator") will retain oversight over the Program and will monitor test procedures, as well as Contractor, Union and Third Party Administration policy compliance.

SUMMARY

The basic elements of the Program are simple. Unauthorized use, possession or sale of controlled substances, marijuana or alcohol on the Project is prohibited. Persons who violate this rule or who are convicted for illegally selling, using, or possessing controlled substances, or marijuana off the job will not be permitted to work on the Project. Applicants for Project employment will be subject to pre-employment controlled substance, marijuana, alcohol and adulterant testing. Thereafter, employees will be subject to reasonable cause, post-accident, random and return-to-work testing for the presence of controlled substances, marijuana, alcohol or adulterants in their systems. Employees who report for work with alcohol, marijuana, adulterants or unauthorized controlled substances in their system will not be permitted to remain on the Project. Employees who violate the substance abuse policy and applicants who fail the pre-employment testing, will be denied employment and will not be eligible for reassignment to any Contractor on the Project until a period of not less than ninety (90) calendar days has passed and the employee/applicant has successfully completed a SHA-approved

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counseling or rehabilitation program, at the employee's expense. An employee/applicant will be deemed to have "successfully completed" a SHA-approved counseling or rehabilitation program when SHA is provided written documentation from the approved agency/organization that the employee/applicant has met all of the Program requirements. Such employees/applicants shall be subject to pre-employment, random and periodic controlled substance, adulterant, marijuana or alcohol testing thereafter at the request of SHA for up to one (1) year. The program will apply to all Contractor craft personnel, union and non-union, at all construction sites covered by the Agreement.

Special safeguards have been undertaken to assure that testing will be conducted by licensed laboratories, under the strictest federal guidelines, with special provisions to assure test reliability, employee privacy and confidentiality. All testing will be conducted only by laboratories approved by the Substance Abuse and Mental Health Services Administration ("SAMHSA") (formerly the National Institute of Drug Abuse, or "NIDA") in accordance with the Mandatory Guidelines for Federal Workplace Testing Programs established by the U.S. Department of Health and Human Services, as amended.

CONTROLLED SUBSTANCES

For purposes of this Program, "controlled substances" shall include any illegal drugs, such as cocaine, opiates, phencyclidine (PCP) and/or amphetamines, which may alter or affect an individual's motor functions or mental capacity. Attachment C lists the controlled substances and the threshold levels for which an employee/applicant will be tested. Threshold levels of categories of controlled substances listed by DOT constituting positive test results shall be determined using the applicable SAMHSA threshold levels in effect at the time of the testing. The schedule of controlled substances to be tested for on this project and their threshold levels are listed in Attachment C and shall be updated periodically to reflect SAMHSA and industry threshold changes.

PRESCRIPTION AND OVER-THE-COUNTER MEDICATION ABUSE

Abuse of a drug or medication prescribed by a duly licensed health care provider, over-the-counter drug or medication, health supplement or designer and synthetic drug which may alter or affect an individual's motor function or mental capacity is prohibited and will be treated for the purposes of this Program as a controlled substance.

Employees may maintain on Project premises prescription and over-the-counter medications provided:

1. The prescription is written by a licensed health care provider for current use by the person in its possession and the medication is in its original container and in the employee's name.
2. Employees must not consume prescribed or over-the-counter medications more often or in greater dosages than as prescribed by the employee's

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health care provider or as per the instructions and they must not allow any other person to consume the prescribed medication.

3. Where an employee has been informed that the medication could cause adverse side effects while working or where the medication, either prescribed or over-the-counter, indicates such a warning, the employee must inform the Contractor prior to using such substances on the job. The use of a medication prescribed by a licensed health care provider for the individual employee is permitted, provided that it will not affect work performance. However, the Contractor at all times reserves the right to have a licensed health care provider determine if use of a prescription medication by an employee may produce effects which may increase the risk of injury to the employee or others while working. If such a finding is made, the Contractor may check with the prescribing health care provider (with permission of the employee) to see if other medications are available which would not seriously affect the employee's ability to work safely. If appropriate substitute medication is not available, the Contractor may limit or suspend the work activity of the employee during the period that the licensed health care provider advises that the employee's ability to perform his job safely may be adversely affected by the consumption of such medication.
4. Any employee who tests positive for a prescribed medication or whose work site performance or behavior has been impaired or affected by the use of a prescribed or over-the-counter medication will be found in violation of this Agreement unless proper notice has been given as required by paragraph 3 above.

ADULTERATED, SUBSTITUTED OR DILUTE SPECIMENS

This Substance Abuse Prevention Policy will adhere to guidelines established in SAMHSA Public Document 035 dated September 28, 1998 for determining the validity of a specimen. This guideline is consistent with the Department of Transportation (DOT) regulations (49 CFR Part 40) that permit laboratories to conduct additional tests to determine the validity of a specimen.

An employee/applicant submitting a specimen for which an approved testing laboratory reports the existence of an "adulterant", "interfering substance" and/or "masking agent" or the sample is identified as a "substituted specimen" will be deemed in violation of this Agreement and will be processed as if the test result were positive. Those employees/applicants for whom the testing laboratory reports an "adulterated", "interfering substance", "masking agent" or "substituted" specimen will be prohibited from the Project for not less than ninety (90) calendar days and the employee/applicant will be required to successfully complete a SHA-approved rehabilitation program.

The guideline issued in PD 035, in the SAMHSA September 28, 1998 memo uses the

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following reporting protocols:

a.) **Adulterated Specimen:** PD 035 includes three definitions for *Adulterated*:

- i) *adulterated* if the nitrite concentration is equal to or greater than 500 mcg/mL.
- ii) *adulterated* if the pH is less than or equal to 3, or if it is greater than or equal to 11.
- iii) *Adulterated* if a foreign substance is present, or if an endogenous substance (one that is normally found in urine) is present at a concentration greater than the normal physiological concentration.

b.) **Substituted Specimen:** one that has a creatinine of less than or equal to 5 mg/dL and a specific gravity less than or equal to 1.001 or greater than or equal to 1.020. These specimens do not exhibit the clinical signs or characteristics associated with normal urine.

c.) **Dilute Tests:** Protocol covering dilute specimens will follow guidelines established by SAMSHA PD 035 in their memo dated September 28, 1998. Specimens identified by the testing laboratory as dilute will require the employee/applicant to be retested. A second consecutive retest indicating a dilute specimen will require the employee/applicant to be prohibited from working on the Project for a minimum of ninety (90) calendar days. Refusal to retest or noncompliance with drug testing procedures will result in the employee being prohibited from working on the Project for at least ninety (90) calendar days. In all instances, such employee will not be allowed work on the Project until he has successfully completed a drug and alcohol test.

A "dilute specimen" is defined as: "one that has a creatinine reading less than 20 mg/dL, but greater than 5 mg/dL, and a specific gravity less than 1.003, but greater than 1.001".

JOB APPLICANTS

1. The special circumstances of the Project, including its unique construction activities and working conditions, warrant special assurances that all Contractor personnel are certified as alcohol-, marijuana- and drug-free before they are eligible for regular employment. All offers of employment for Project positions will be conditional until the applicant has satisfactorily completed a controlled substance, marijuana and alcohol test. Specimens will be collected during in-processing on the Project site or at a designated off-site location prior to the commencement of any work on the Project, but not more than twenty-four (24) hours prior to the commencement of any work. Applicants will be on the clock for all time spent in-processing, including specimen collection, with a minimum of four (4) hours paid show-up time.

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2. Applicants for Project positions will be permitted conditional access to the Project pending receipt of final test results. If test results are confirmed positive for controlled substances without a valid prescription, alcohol, marijuana or adulterants, the employee will be barred from the Project immediately. Such employees will be paid for all time worked. An applicant with a confirmed positive test may request in writing from the Coordinator for a copy of the drug test result.
3. Any conditional employee so barred will not be eligible for reapplication for employment on the Project until a period of not less than ninety (90) days has passed and the employee has successfully completed a SHA-approved counseling or rehabilitation program, at the employee's expense. Before being hired, any such employee must provide written documentation of successful passage of the counseling or rehabilitation program to the Coordinator and must complete a controlled substance, marijuana and alcohol test conducted by a SAMHSA-approved laboratory at the employee's expense. Upon the successful completion of such a subsequent test, the applicant will be eligible for assignment to the Project provided the applicant further agrees in writing to submit thereafter to periodic controlled substance, marijuana or alcohol testing at the Coordinator's request. Such periodic testing will be conducted for up to one (1) year after the applicant is assigned to the Project, in addition to any other testing provided for in this Agreement. The applicant will be responsible for any costs associated with the periodic tests.
4. These procedures involve the use of an independent testing agency and evaluation by an outside medical review officer. If allowable under Washington State law, the Contractor may utilize an "instant/quick test" procedure as an initial screening of employees. All individuals who test positive on the instant/quick test will be subject to full testing procedures to verify the results.
5. Any applicant who receives a negative result on his pre-employment controlled substance, marijuana and alcohol test will continue to be subject to reasonable cause, post accident, random and return-to-work testing.
6. Refusal on the part of any applicant or employee to comply with the testing procedure will disqualify the applicant or employee from consideration for continued employment on the Project for not less than ninety (90) calendar days.

ACTIVE EMPLOYEES

All regular employees are subject to a controlled substance, marijuana or alcohol test while on the job or in a job status (such as on Contractor- or Owner-provided transportation) for the following reasons:

- (a) **Reasonable Cause Testing:** An employee will be tested for reasonable cause

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when specific, reliable objective facts and circumstances are sufficient to warrant a prudent person to believe that the employee more probably than not may have used a controlled substance, marijuana or alcohol as evidenced by work performance, behavior or appearance while on the job site. If cause results from an observation, the observation must be confirmed by a second member of Contractor supervision and those Contractor representatives will endeavor to consult with the prime Contractor's Safety Representative or designee. The Contractor will notify the Coordinator within one (1) working day of directing the employee to a reasonable cause test.

- (b) **Post-Accident Testing:** Any employee who is involved in an accident in the course of job duties which involved use of vehicles, heavy equipment, power tools or other dangerous instrumentalities or working conditions and which resulted in injury or property damage may be tested in cases where the designated Contractor safety representative or designee concludes that:

1. the accident was caused by human error or could have been avoided by reasonably alert action; and
2. the employee to be tested was an active participant in the accident circumstances; and
3. use a controlled substance, marijuana or alcohol or abuse of a prescription or over-the-counter drug cannot be discounted as a contributing factor.

Any employee directed for post-accident testing shall be entitled to request the presence of a Union steward in pre-test meetings with Contractor management, provided a Union steward is readily available and the circumstances allow. The Contractor will notify the Coordinator within one (1) working day of directing the employee to drug, marijuana and alcohol test following an accident.

- (c) **Random Testing:** The Coordinator will conduct periodic random testing of regular employees for controlled substances, marijuana and alcohol. Employees will be selected for testing by lottery; to be conducted solely by the Coordinator or a Project-designated Third Party Administrator (TPA). (Up to fifty percent (50%) of regular employees will be randomly tested annually.) Such testing will be in addition to any other testing permitted by this Agreement.
- (d) **Return-To-Work Testing:** An employee who has submitted a positive drug, marijuana, adulterant or alcohol test for work on the Project and who seeks to return to work on the Project after successfully completing all Program requirements, will consent and submit to periodic testing for up to one (1) year from his return at the direction of the Coordinator. These tests are in addition to any reasonable cause, post-accident and random testing requirements.

Employees removed from duty for reasonable cause and post-accident testing will remain off duty until test results are received. If the employee tests negatively, the employee

ATTACHMENT B

will be reinstated with full backpay for lost time. Employees required to present for random testing will remain on duty unless and until the employee tests positively for a controlled substance, marijuana and/or alcohol.

If the employee tests positively, the employee will be barred from the Project effective the date and time of the specimen collection. Any employee so barred will not be eligible for reemployment on the Project until a period of not less than ninety (90) calendar days has passed and the employee has successfully completed a SHA-approved counseling or rehabilitation program, at the employee's expense. Before being rehired, any such employee must provide documentation of successful completion of the counseling or rehabilitation program to the Coordinator and must complete a controlled substance test conducted by a SHA-approved laboratory at the employee's expense. Such employees will be required to submit to periodic controlled substance and alcohol testing at the Coordinator's request, for up to one (1) year after they return to the Project. Any costs associated with the periodic testing will be the responsibility of the employee. The employee's consent to such periodic testing, which shall be conducted in addition to reasonable cause and random testing, is a condition of reemployment.

Any employee/applicant convicted for selling, using, manufacturing or possessing a controlled substance in any court of law will notify the Coordinator within one (1) working day of the conviction. The conviction will be treated as a positive test result and the employee/applicant will be held to the same requirements set for this violation. Failure to report a conviction to the Coordinator may lead to prohibition from the Project for up to one (1) year.

COLLECTION PROCEDURES

An employee/applicant dispatched to the Project will present himself for collection of a specimen and breathalyzer test prior to the commencement of any work on the Project, but not earlier than one (1) working day prior to the commencement of any work. The specimen will be divided into a split sample in the presence of the employee/applicant. Urine specimens shall be collected in such a manner as to give the employee/applicant as much privacy as possible without degrading the reliability of the test.

An employee/applicant undergoing urine testing will be given a maximum of three (3) hours at the collection site to produce a valid specimen. All breathalyzer tests shall be conducted immediately upon the employee's/applicant's presentation for the test. Failure to produce a valid specimen constituting no less than 45ml of urine in one (1) void within this time frame or to submit to the breathalyzer test will result in the employee being considered as "refusing to test" and he will be prohibited from working on the project for not less than ninety (90) calendar days and until he successfully passes an approved drug, marijuana and alcohol test.

An employee/applicant who cannot produce a valid specimen within the three (3) hour time frame may contact the Medical Review Officer (MRO) for review of his circumstance. The MRO may refer the employee/applicant for a medical evaluation to a

ATTACHMENT B

physician designated by the MRO to determine if there is a valid medical reason that would prevent the employee/applicant from providing a sufficient specimen. If the MRO finds documented evidence of a valid medical reason for failing to provide a sufficient specimen, he may authorize the employee/applicant to present himself for a new collection. The employee/applicant is responsible for all expenses pertaining to the medical evaluation. The Contractor to whom the employee/applicant is dispatched, will be responsible for the expenses related to the new collection and drug and alcohol test.

TEST PROCEDURES

Testing procedures, including controlled substances to be tested, specimen collection, chain of custody and threshold and confirmation test levels shall comport with the Mandatory Guidelines For Federal Workplace Testing Programs established by the U.S. Department of Health and Human Services, as amended and the Federal Motor Carrier Safety Act regulations, where applicable. Controlled substance tests shall be conducted only by laboratories licensed and approved by SAMHSA, which comply with the American Occupational Medical Association (AOMA) ethical standards. Controlled substance tests shall be by urinalysis and shall consist of two procedures, a screen test (EMIT or equivalent) and if that is positive, a confirmation test (GC/MS or equivalent). Alcohol tests shall be by breathalyzer. Any test revealing a blood/alcohol level equal to or greater than .04 percent shall be positive and will be conducted under procedures consistent with Washington State law.

An employee/applicant presenting himself at a SHA-approved drug collection site must have a minimum of one (1) piece of government-issued photo identification and may not leave the collection site for any reason - unless authorized by the collection agency - until he has fully completed all collection procedures. Failure to follow all collection procedures will result in the employee/applicant being classified as "refusing to test" and being prohibited from working on the Project for a minimum of ninety (90) calendar days from the date of the scheduled test.

TEST RESULTS

Any positive test for controlled substances, marijuana, alcohol or an adulterant shall be reported to a Medical Review Officer (MRO) appointed by the designated laboratory. The Medical Review Officer shall review the test results and any disclosure made by the employee/applicant and shall attempt to interview the employee/applicant to determine if there is any physiological or medical reason why the result should not be deemed positive. If no extenuating reasons exist, the MRO shall designate the test positive. The MRO will make good faith efforts to contact the employee/applicant, but failing to make contact within two (2) working days, may deem the employee's/applicant's result a "lab positive". After the issuance of a lab positive, the employee/applicant will be barred from the Project until the employee/applicant makes contact with the MRO and the MRO sends the Coordinator a written confirmation of a negative result.

If the MRO declares the test positive or adulterated, notification shall be provided, in

ATTACHMENT B

writing, to the Coordinator. The Coordinator shall keep test results in confidence. A limited notification will be provided to the employing Contractor, by the Coordinator, solely reporting that the employee is "ineligible" for further employment. The employing Contractor shall have no access to individual test files. In addition, the Coordinator shall contact the appropriate Union representative and advise him of the employee's eligibility status for continued work on the Project. The Unions shall keep the test results in confidence and only use the results to determine the eligibility of the member to be re-dispatched to the Project. If written notification of termination is required, the Contractor will state that the employee is "in violation of CWA Policy".

RE-TESTS

In the event of a positive controlled substance test, an automatic confirmation test will be performed on the original specimen by the testing laboratory at no cost to the employee. In addition, the testing laboratory shall preserve a sufficient specimen to permit independent re-testing at the request of the employee at his expense. Re-tests may be conducted by the same or any other SHA-approved laboratory. The laboratory shall endeavor to notify the MRO of positive controlled substance test results within five (5) working days after receipt of the specimen. The employee may request a re-test within five (5) working days from notice of a positive test result by the MRO. Costs of re-tests will be paid in advance by the requesting party.

CONSENT FORMS

Employees must execute a written consent, in the form attached at Attachment D, to submit to the test and for the testing laboratory to release the report of test results to the Coordinator. Failure to sign the appropriate release form or to comply with testing procedures otherwise will result in the employee or applicant being barred from the Project for not less than ninety (90) calendar days.

SUBSTANCE ABUSE COORDINATOR

SHA shall designate a Substance Abuse Coordinator to monitor compliance with this Agreement and to provide assistance to Project employees with questions concerning controlled substance or alcohol test procedures, availability of a SHA-approved counseling or rehabilitation or any other substance- or alcohol-related matters. All inquiries to the Coordinator will be confidential. The parties are eager to help employees with substance abuse problems. The Coordinator will be prepared to assist employees in discussing insurance coverage and locating available counseling, rehabilitation and community resources.

EMPLOYEE ASSISTANCE PROGRAMS

The Substance Abuse Coordinator will work with the signatory Unions to develop an "approved" list of counseling and rehabilitation programs to be used by employees/applicants who test positively for controlled substances, alcohol or

ATTACHMENT B

adulterants. The cost of counseling and rehabilitation will be the responsibility of the employee/applicant.

APPEAL PROCEDURE

Any disputes involving application of this Program shall be referred to the Dispute and Grievance Procedure established by Article VIII of the Community Workforce Agreement. Such disputes may be initiated at Step 2. Nothing in the grievance procedure may void the application of this Substance Abuse Prevention Program on the Project.

SAVINGS AND SEVERABILITY

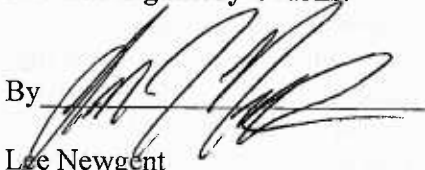
It is not the intention of the Unions or SHA to violate any applicable federal or state laws by enactment of this Program or in its application. In the event any provisions of the Program are held to be illegal or void as being in contravention of any law, the remaining provisions shall remain in full force and effect. The parties agree further to meet promptly to commence negotiations concerning the provision affected by such decision for the purpose of achieving conformity with the requirements of the applicable law and the intent of the parties hereto.

REVISIONS OR AMENDMENTS

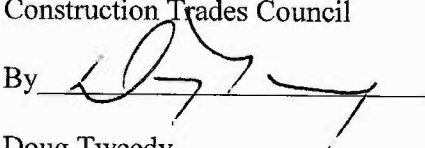
No revisions or amendments shall be made to this Program except with the written approval of the parties hereto. This Program shall be effective December 18, 2012 and shall remain in effect for the duration of the Project unless terminated or amended by mutual consent.

For The Signatory Unions:

By

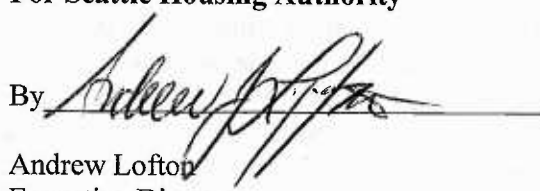

Lee Newgent
Executive Secretary
Seattle/King County Building and
Construction Trades Council

By


Doug Tweedy
Pacific Northwest Chapter
National Construction Alliance II

For Seattle Housing Authority

By


Andrew Lofton
Executive Director

ATTACHMENT C

SUBSTANCE ABUSE PREVENTION PROGRAM

THRESHOLD LEVELS

<u>CONTROLLED SUBSTANCE*</u>	<u>SCREENING METHOD</u>	<u>SCREENING LEVEL***</u>	<u>CONFIRMATION METHOD</u>	<u>CONFIRMATION LEVEL</u>
Amphetamines	EMIT	1000 ng/ml**	GC/MS	500 ng/ml**
Barbiturates	EMIT	300 ng/ml	GC/MS	200 ng/ml
Benzodiazepines	EMIT	300 ng/ml	GC/MS	300 ng/ml
Cocaine	EMIT	300 ng/ml**	GC/MS	150 ng/ml**
Methadone	EMIT	300 ng/ml	GC/MS	100 ng/ml
Methaqualone	EMIT	300 ng/ml	GC/MS	300 ng/ml
Opiates	EMIT	2000 ng/ml**	GC/MS	2000 ng/ml**
PCP (Phencyclidine)	EMIT	25 ng/ml**	GC/MS	25 ng/ml**
THC (Marijuana)	EMIT	50 ng/ml**	GC/MS	15 ng/ml**
Propoxyphene	EMIT	300 ng/ml	GC/MS	100 ng/ml
Alcohol	Breathalyzer	.04 percent	Breathalyzer	.04 percent

* All controlled substances including their metabolite components

** SAMHSA specified threshold

*** A sample reported positive contains the indicated drug at or above the cutoff level for that drug. A negative sample either contains no drug or contains a drug below the cutoff level.

EMIT - Enzyme immunoassay

GC/MS - Gas Chromatography/Mass Spectrometry

**SEATTLE HOUSING AUTHORITY
COMMUNITY WORKFORCE AGREEMENT
YESLER TERRACE REDEVELOPMENT PROJECT**

SHA CONTRACT # _____

SUBSTANCE ABUSE PREVENTION PROGRAM

“EMPLOYEE CONSENT FORM”

Employee Acknowledgment/Authorization

I am familiar with my obligations under the Seattle Housing Authority Yesler Terrace Redevelopment Project Community Workforce Agreement Substance Abuse Prevention Program. I also understand that the Program specifically requires that:

- Use, possession or sale of controlled substances, marijuana or alcohol at the Project site is prohibited.
- Violation of this rule, or conviction for selling, using, or possessing controlled substances **on or off** the Project, will cause me to be barred from the Project.
- Use of prescribed or over-the-counter medication is permitted if it will not affect work performance.
- If prescribed or over-the-counter medication could affect work performance I must notify my Contractor-employer prior to using such substances on the job.
- I must submit to screening/testing for controlled substances, adulterants, marijuana and alcohol as requested by SHA in accordance with the terms of the Program.
- The presence of one or more of a controlled substance, adulterant, marijuana or alcohol in my system at or above the defined threshold levels will result in termination of employment and ineligibility for reemployment for at least ninety (90) calendar days.
- If terminated for failing a controlled substance, adulterant, marijuana or alcohol test, I will be required to complete a SHA-approved counseling or rehabilitation program and to agree to periodic testing at SHA's request.
- My submission of an adulterated, substituted or dilute specimen, or my refusal to submit to the alcohol, marijuana and controlled substances screening tests required by this Program will subject me to all disciplinary procedures and/or prohibitions provided in the Program.
- If I am employed, my refusal to submit to such testing will result in immediate termination of employment.
- A positive pre-employment test result will disqualify me for show-up time pay.

I authorize the release of all test results to the Substance Abuse Program Coordinator. In addition, I authorize the release of my job eligibility status to my Contractor-employer and the appropriate Union Representative.

I am signing this acknowledgment/authorization voluntarily with full knowledge and understanding of the Substance Abuse Prevention Program and I agree to be bound by its terms.

Employee Name (Print): _____ Male ☐ Female ☐

Employee Signature: _____ Last 4 of SSN#: _____

Project Employment Start Date: _____ Date of Drug Test: _____

Craft: _____ Dispatch Union Local#: _____ Journeyman ☐ Apprentice ☐

**SEATTLE HOUSING AUTHORITY
COMMUNITY WORKFORCE AGREEMENT
YESLER TERRACE REDEVELOPMENT PROJECT
"PROPOSED TRADE ASSIGNMENTS"**

SHA CONTRACT # _____

TO: Seattle/King County Building and Construction Trades Council
Pacific Northwest Chapter of the National Construction Alliance II

OWNER/CLIENT: Seattle Housing Authority

ADMINISTRATOR: Richard Olson

CONTRACTOR: _____

NAME OF PROJECT: _____

BID AMOUNT: _____

PURPOSE: To make proposed jurisdictional trade assignments, broken down by craft and classification, as well as to discuss details and answer questions relating to the project scope of work, safety and job requirements.

MEETING PLACE: Seattle Housing Authority
190 Queen Anne Avenue North
Seattle, Washington 98109-1028
(206) 443-5649 – Fax: (Seattle Building Trades)
(253) 945-8878 – Fax: (NCA II)
(206)615-3539 – Fax: (Richard Olson)

MEETING DATE: _____

MEETING TIME: _____

UNION RESPONSE DATE: _____

CONTRACTOR RESPONSE DATE: _____

**** PLEASE TYPE IN ALL INFORMATION ****

1. SCOPE OF WORK:

2. ESTIMATED WORK SCHEDULE:

Approximate Commencement Date:_____

Approximate Completion Date: _____

3. ADDRESSES:

Job Location: _____

Company’s Local Mailing Address:_____

Trust Fund Billing Address: _____

4. CONTRACTOR PERSONNEL:

Project Manager:

Office Telephone #: _____
Mobile Telephone #: _____
Fax Telephone #: _____

Superintendent:

Office Telephone #: _____
Mobile Telephone #: _____
Fax Telephone #: _____

Safety Representative:

Office Telephone #: _____
Mobile Telephone #: _____
Fax Telephone #: _____

Drug Test Result Coordinator: (List in order of contact priority)

Name of first Contact: _____
Office Telephone #: _____
Mobile Telephone #: _____

Name of second Contact: _____
Office Telephone #: _____
Mobile Telephone #: _____

Name of third Contact: _____
Office Telephone #: _____
Mobile Telephone #: _____

Dispatch Contact Personnel: The following Contractor personnel are the only ones authorized to call the hiring halls to have craft workers dispatched out to this project:

1. _____
2. _____
3. _____

Referral procedures will be in accordance with the provisions contained within the Yesler Terrace Development Plan Community Workforce Agreement. The referral procedures are to be posted in the hiring halls in order to be in full compliance with the law.

5. MANPOWER:

<u>Craft</u>	<u>Peak</u>	<u>Average</u>
Asbestos Workers	_____	_____
Boilermakers	_____	_____
Bricklayers	_____	_____
Carpenters	_____	_____
Cement Masons	_____	_____
Electrical Workers (Inside Wiremen)	_____	_____
Electrical Workers (Outside Line)	_____	_____
Elevator Constructors	_____	_____
Glaziers	_____	_____
Insulators	_____	_____
Iron Workers (Structural)	_____	_____
Iron Workers (Rebar)	_____	_____
Laborers	_____	_____
Millwrights	_____	_____
Operating Engineers	_____	_____
Painters	_____	_____
Pile Drivers	_____	_____
Plumbers/Pipefitters	_____	_____
Plasterers	_____	_____
Roofers	_____	_____
Sheet Metal Workers	_____	_____
Teamsters	_____	_____

6. OPERATIONAL INFORMATION:

Number of Shifts: _____

1st Shift Schedule: _____ AM/PM to _____ AM/PM

2nd Shift Schedule: _____ AM/PM to _____ AM/PM

3rd Shift Schedule: _____ AM/PM to _____ AM/PM

Pay Day: _____

End of Pay Period: _____

Job-Site Telephone Number: _____

Job-Site Fax Number: _____

PROPOSED TRADE ASSIGNMENTS

NAME OF CONTRACTOR: _____

The following jurisdictional trade assignments are proposed and any Union in disagreement with any of these assignments may follow the Yesler Terrace Redevelopment Project Community Workforce Agreement

Any Union having standing with this Agreement may make a claim or challenge to any of the proposed trade assignments of either the Prime Contractor or Subcontractor. All claims or challenges must be made in writing and all support documentation must be submitted – delivered or postmarked – within seven (7) calendar days of the above referenced ‘Proposed Trade Assignment’ meeting to the Prime Contractor or Subcontractor.

The Contractor will issue a "Final Trade Assignment" letter.

The Prime Contractor or Subcontractor will review all submitted supporting documentation regarding the proposed trade assignments and submit to the Administrator and the Construction Union a ‘Final Trade Assignment’ letter (See Attachment F) within fourteen (14) calendar days of the meeting in which the proposed trade assignments were made.

Asbestos Workers: _____

Boilermakers: _____

Bricklayers: _____

Carpenters: _____

Cement Masons: _____

Electrical Workers (Inside Wiremen): _____

Electrical Workers (Outside Line): _____

Elevator Constructors: _____

Glaziers: _____

Insulators: _____

Iron Workers (Structural): _____

Iron Workers (Rebar): _____

Laborers: _____

Millwrights: _____

Operating Engineers: _____

Painters: _____

Pile Drivers: _____

Plumbers/Pipefitters: _____

Plasterers: _____

Roofers: _____

Sheet Metal Workers: _____

Teamsters: _____

In the space below, please describe any work that you believe not to be covered by this Agreement and state the provision in the CWA that you believe makes this work exempt from CWA coverage and any other reasons to support your belief that this work is not covered by the Agreement.

UTILIZATION OF EQUIPMENT

NAME OF CONTRACTOR: _____

List of equipment and the proposed assignment of craft for full time use or operation of each piece:
(If additional space is needed, copy this page and attach it to the document)

EQUIPMENT:

CRAFT:

- | | |
|-----------|-------|
| 1. _____ | _____ |
| 2. _____ | _____ |
| 3. _____ | _____ |
| 4. _____ | _____ |
| 5. _____ | _____ |
| 6. _____ | _____ |
| 7. _____ | _____ |
| 8. _____ | _____ |
| 9. _____ | _____ |
| 10. _____ | _____ |

TOOLS-OF-THE-TRADE: (Part-time use – no listing of craft is necessary)

EQUIPMENT:

EQUIPMENT:

- | | |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

SUBCONTRACTORS

The following is a list of subcontractors that are under contract with the Prime Contractor at the time of this meeting. Each subcontractor is to submit a completed "Proposed Trade Assignment" document a minimum of twenty-one (21) calendar days prior to the commencement of their portion of work on the Project and follow the same procedures and timelines as that stipulated for the Prime Contractor for the "Proposed Trade Assignment" meeting.

A copy of a signed Letter of Assent (LOA) (See Attachment A) specific to this contract from each subcontractor identified below is to be attached to the end of this document. (Also include a copy of the LOA of the Prime Contractor). If additional space is needed, copy this page and attach it to the document.

Name of Subcontractor:**Summary of Scope of Work:**

1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____

(Printed on Contractor's Letterhead)

SHA YESLER TERRACE REDEVELOPMENT PROJECT

SHA CONTRACT # _____

"FINAL TRADE ASSIGNMENTS"

TO: Seattle/King County Building and Construction Trades Council
Pacific Northwest Chapter of the National Construction Alliance II

CC: Community Workforce Agreement Administrator

DATE:

SUBJECT: Final Trade Assignments

CONTRACTOR:

In accordance with the Procedures of the Seattle Housing Authority Yesler Terrace Redevelopment Project Community Workforce Agreement, I have read and reviewed all supporting written documentation submitted by the competing Unions on the work described below. Following the aforementioned provisions and procedures, I have indicated next to each task my final trade assignment.

Unions not in agreement with these final trade assignments may avail themselves of the jurisdictional resolution process found in the Community Workforce Agreement.

The following is a description of the contested work and the final trade assignment for each task: (A separate letter of "Final Trade Assignment" should be made for each piece of work or task that is contested)

1. Description of contested work or task:
2. Unions submitting supporting documentation:
 - a.
 - b.
 - c.
3. Union given final trade assignment:

ATTACHMENT G

Fax From: _____

[illegible]

Fax To: xxx at (xxx)xxx-xxxx

To be completed electronically and faxed the day employees are hired. All craft information for employees should be taken from attached list.

CRAFT ABBREVIATION INFORMATION FOR YESLER TERRACE CWA NEW EMPLOYEE REPORT

Attachment H

Craft Title	Abbreviations	Division	Journeyman/Apprentice
Asbestos	ASB		J/A
Boilermaker	BM	P = Pipeline	J/A
	BM	W = Welder	J/A
Bricklayer	BR		J/A
Carpenter	CARP		J/A
Cement Mason	CM		J/A
Electrical Worker	IBEW	L = Lineman	J/A
	IBEW	W = Wiremen	J/A
Elevator Constructor	ELEV		J/A
Fence Erector	LAB	FE = Fence Erector	J/A
Glazier	GLAZ		J/A
Iron Worker	IW	S = Structural	J/A
	IW	W = Welder	J/A
Laborer	LAB		J/A
Millwright	MW		J/A
Operating Engineer	OE		J/A
Painter	PAINT		J/A
Pile Driver	PD	D = Diver	J/A
	PD	W = Welder	J/A
Pipefitter/Plumber	UA	P = Pipefitter	J/A
	UA	W = Welder	J/A
	UA	PB = Plumber	J/A
Plasterer	PL		J/A
Roofer	ROOF		J/A
Sheet Metal	SM		J/A
Teamster	TEAM		J/A

Yesler Terrace Redevelopment Project Community Workforce Agreement GRIEVANCE FORM

Grieving Party: _____	Today's Date: _____
Party Filed Against: _____	Date of Violation: _____

Grievant Name: _____	
Address: _____	
Phone#: _____	Craft/Contractor: _____
Contract: _____	
Supervisor's Name: _____	Steward's Name: _____

Quote applicable portion of grieved article: (Citing Article and Section of CWA) Staple additional paper to back if necessary.

Description of Events: (identify job, date, time, people involved, witnesses, etc.)

Settlement request (be specific):

Grievant's Signature: _____ Date: _____

Agent's Signature: _____ Date: _____

**SEATTLE HOUSING AUTHORITY
COMMUNITY WORKFORCE AGREEMENT
YESLER TERRACE REDEVELOPMENT PROJECT**

“PROCEDURES”

1. Prime Contractors have the responsibility to act as the single point of contact for themselves and any Contractor or subcontractor of any tier working on their contract in all communication and contact with the Community Workforce Agreement Administrator.
2. A request from any Prime Contractor to the Administrator and the Seattle/King County Building and Construction Trades Council and Northwest Chapter of the National Construction Alliance II (collectively, the “Construction Unions”) for a meeting to submit and discuss proposed trade assignments must be made in writing a minimum of twenty-one (21) calendar days prior to the commencement of any work. The meeting with the Construction Unions, chaired by the Administrator, must be held a minimum of fourteen (14) calendar days prior to the commencement of any work. At this meeting, the Prime Contractor will have:
 - a. A completed “Proposed Trade Assignment” document for all work they are to perform. (See Attachment E.) and,
 - b. A representative from each subcontractor and,
 - c. Letters of Assent (See Attachment A) for his/her company as well as each subcontractor.

3. The pre-job meeting will be held at:
Seattle Housing Authority
190 Queen Anne Avenue North
Seattle, Washington 98109-1028

4. Any subcontractor not in attendance at the above-referenced meeting must submit a completed “Proposed Trade Assignment” document to the Administrator and the Construction Unions a minimum of twenty-one (21) calendar days prior to the commencement of their portion of work on the contract and follow the same procedures and timelines as that stipulated for the Prime Contractor for their “Proposed Trade Assignment” meeting.

A Prime Contractor or subcontractor, who has previously submitted a “Proposed Trade Assignment” and has been through a “Proposed Trade Assignment” pre-job conference, may request a waiver from attending future pre-job conferences, by submitting a request to the Administrator and the Construction Unions within seven (7) days of the date of the “Proposed Trade Assignment” pre-job conference. Any Local Union signatory to the Agreement may deny the request of the Contractor or subcontractor for the waiver and the Contractor or subcontractor will be required to fulfill its responsibility to attend and participate in the “Proposed Trade Assignment” pre-job conference.

5. Any Union having standing with this Agreement may make a claim or challenge to any of the proposed trade assignments of either the Prime Contractor or subcontractor. All claims or challenges must be made in writing and all support documentation must be submitted – delivered or postmarked – within seven (7) calendar days of the above referenced “proposed trade assignment” meeting to the Prime Contractor or subcontractor.
6. The Prime Contractor or subcontractor will review all submitted supporting documentation regarding the proposed trade assignments and submit to the Administrator and the Construction Unions a “Final Trade Assignment” letter (Attachment F) within fourteen (14) calendar days of the meeting in which the proposed trade assignments were made.

Attachment J

7. Upon submittal of the "Final Trade Assignment" letter, the Prime Contractor or subcontractor is not restricted from commencing work even though a jurisdictional conflict may still be unresolved between the competing Unions. The Prime Contractor or subcontractor does not have to wait for final resolution of the jurisdictional dispute in order to commence work. The competing Unions have the option of availing themselves of the "Jurisdictional Dispute" procedure contained in the CWA.
8. After issuance of the "Final Trade Assignment" letter by the Prime Contractor or subcontractor, jurisdictional issues may be decided by either mutual agreement of the competing Unions or a decision from the "Plan for the Settlement of Jurisdictional Disputes in the Construction Industry" (the "Plan"). In either case, the Prime Contractor or subcontractor has the option of agreeing to the change, or appealing to the "Plan". Ultimately, the decisions of the "Plan" will be binding on the Prime Contractor or subcontractor and the Unions.
9. All craft workers covered by the CWA must be dispatched from the appropriate hiring hall prior to the commencement of any work. Each craft worker, either "core", "key" or referred, must submit to the Prime Contractor or subcontractor his dispatch slip on his first day of employment on that contract. The Prime Contractor will maintain a file with a copy of all dispatch slips of both their craft workers as well as their subcontractors and make them available to the Administrator upon request.
10. Each craft worker may be drug tested on the day of, but in all cases prior to, the commencement of any work. The signed consent form is to be photocopied and the original is to be kept on file by the Prime Contractor and the copy is to be given to the employee. The consent forms will be made available to the Administrator upon request.
11. Contractors must fax weekly to the Administrator at the number shown below a list of each new craft employee who started work on that week, or who has been absent from that contract for more than thirty (30) days. This information is to be sent on the "New Employee" form provided (See Attachment G). The information requested is: Employee's last name, first name, only the last four digits of their social security number, date of hire, craft, job classification and the Contractor's company name.
12. The Prime Contractor will notify the Administrator when a craft employee is being tested for either "probable cause" or "post accident" purposes or violates any local, state or federal law while on the Project site. A written statement as to the facts of each situation described above will be submitted to the Administrator within three (3) calendar days of the event.
13. The Prime Contractor will maintain on-site files on each of its craft employees as well as the craft employees of their Subcontractors. The file will contain the following:
 - a. Copy of current dispatch slip for that contract.
 - b. Copy of current drug test receipt for that contract.

Any questions should be directed to :

Community Workforce Agreement Administrator
Richard Olson
190 Queen Anne Avenue North
PO Box 19028-1028
Seattle, Washington 98109
(206)615-3527 – Office
(206)979-0305 – Mobile
(206)615-3527 – Fax