



Project Labor Agreement

BETWEEN

The Port of Seattle

AND

**Seattle/King County Building and
Construction Trades Council**

**Western States Regional Council of
Carpenters**

December 3, 2024

Table of Contents

ARTICLE 1 PURPOSE	2
ARTICLE 2 SCOPE OF AGREEMENT	3
ARTICLE 3 UNION REPRESENTATIVES/SHOP STEWARDS	5
ARTICLE 4 MANAGEMENT'S RIGHTS.....	6
ARTICLE 5 UNION SECURITY	6
ARTICLE 6 WORK STOPPAGES AND LOCKOUTS	8
ARTICLE 7 DISPUTES AND GRIEVANCES	9
ARTICLE 8 JURISDICTIONAL DISPUTES.....	11
ARTICLE 9 SUBCONTRACTING	12
ARTICLE 10 HELMETS TO HARDHATS	13
ARTICLE 11 APPRENTICESHIP UTILIZATION	13
ARTICLE 12 PREFERRED ENTRY.....	14
ARTICLE 13 PRIORITY HIRE	14
ARTICLE 14 BI-MONTHLY LABOR/MANAGEMENT MEETINGS	16
ARTICLE 15 WAGE SCALES AND FRINGE BENEFIT.....	16
ARTICLE 16 REFERRAL PROCEDURES	17
ARTICLE 17 WORK RULES.....	20
ARTICLE 18 HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS.....	20
ARTICLE 19 SAFETY AND HEALTH.....	23
ARTICLE 20 SAVINGS AND SEVERABILITY	24
ARTICLE 21 DURATION OF AGREEMENT	25
APPENDIX A – LETTER OF ASSENT.....	28
APPENDIX B – PLA COMPLIANT CONTRACTOR CHECKLIST	29
PREFABRICATION SIDE LETTER.....	30
TEAMSTER LOCAL 174 LETTER OF UNDERSTANDING	31

**Signatory Unions/Port of Seattle
Project Labor Agreement**

ARTICLE 1

It is the intent of the Parties to set out uniform standard working conditions for the efficient performance of construction; herein to establish and maintain harmonious relations between all parties to this Agreement; to secure optimum quality and productivity, and to eliminate strikes, lockouts or delays in the performance of the work undertaken by the Contractor.

This commitment includes the Port of Seattle, Contractors and Unions who become signatory to this Agreement.

PURPOSE

This Agreement is entered into by and between the Port of Seattle (Port), its successors or assigns, the Project Contractor(s), and the Seattle Building Trades and Western States Regional Council of Carpenters, hereinafter collectively called the "Union or Unions," with respect to the Project Labor Agreement.

This agreement will cover construction projects and/or contracts as approved by the Port Commission per Resolution 3725, 3726, and 3746, as cited in Port resolution with "the assumption will be in favor of employing an agreement for construction contracts that are anticipated to be in excess of \$5 million" in cost. Such approved construction projects are hereafter referred to as "Covered Projects". The Port shall notify the Seattle Building Trades and Western States Regional Council of Carpenters of Commission approved construction projects. The Port will maintain a current list of all Covered Projects.

The term "Contractor" shall include all construction contractors and all sub-contractors of whatever tier engaged in onsite construction work within the scope of this Agreement. The term "Prime Contractor" is the general contractor awarded the initial Project bid.

The Parties recognize the need for the timely completion of Port of Seattle Covered Projects without interruption or delay. This Agreement is intended to enhance this cooperative effort through the establishment of a framework for labor-management cooperation and stability. The Parties agree that the timely construction of this Project will require substantial numbers of workers from construction and supporting crafts possessing skills and qualifications that are vital to its completion. They will work together to furnish skilled, efficient craft workers for the construction of the Project.

Further, the Parties desire to mutually establish and stabilize wages, hours and working conditions for the craft workers to encourage close cooperation between the Contractor(s) and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist between the Parties to this Agreement.

Therefore, to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the Parties agree to abide by the terms and conditions in this Agreement, and to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise. Further, the Contractor(s) and all of its Sub-contractors of whatever tier, agree not to engage in any lockout, and the Unions agree not to engage in any strike, slow-down, interruption, or other disruption of or interference with the onsite work covered by this Agreement.

ARTICLE 2

SCOPE OF AGREEMENT

Section 1.

This Project Labor Agreement (PLA) shall apply and is limited to the recognized and accepted historical definition of construction work as described in the PLA Contract performed by the Prime Contractor and those Sub-contractors of whatever tier which have contracts with the Prime Contractor for such work, all of which is herein described as the "Project". Except for the activities covered by Section 5 of this Article, any onsite construction work defined in RCW 39.12 will be subject to the PLA (Covered Work). Such work shall include site preparation work and dedicated off-site work including transporting materials to the site, when applicable.

It is understood by the Parties that the Port may, at its sole discretion, add to a specific project covered by this Agreement. In so doing, the Port will notify the Unions of their intended changes.

It is agreed that the Prime Contractor shall require all Contractors and their Sub-contractors of whatever tier who have been awarded contracts for work covered by this PLA, to accept and be bound by the terms and conditions of this Project Labor Agreement by executing the Letter of Assent (Appendix A) and PLA Compliant Contractor Checklist prior to commencing work. The Port shall assure compliance with this PLA by the Contractors. The signatory Unions agree to assist the Port with Contractor compliance.

When a subject is covered by the provisions of a Collective Bargaining Agreement (CBA) and is not covered by this PLA, the local CBA shall prevail. It is further agreed that, where there is a conflict, the terms and conditions of this Project Labor Agreement shall supersede and override terms and conditions of any and all other national, area, or local Collective Bargaining Agreements, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article 6, 7, and 8 of this Project Labor Agreement, which shall apply to such work.

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

Section 2.

Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation, work, or function which may occur at the Project site or be associated with the development of the Project.

Section 3.

This PLA shall only be binding on the signatory Parties hereto and shall not apply to their parents, affiliates or subsidiaries.

Section 4.

The Port and/or the Prime Contractor and all of its Sub-contractors regardless of tier have the absolute right to select any qualified and responsible bidder for the award of contracts on this Project without reference to the existence or non-existence of any agreements between such bidder and any party to this PLA; provided, however, only that such bidder is willing, ready and able to become a party to, signs a letter of assent and complies with this PLA.

Section 5.

"PLA Compliant Contractor" means a Sub-contractor that meets all of the following requirements at time of entry into a contract for performance of Covered Work:

- (a) Is a registered training agent with a program, covering the scope of work to be performed, registered with the Washington State Apprenticeship and Training Council, with this requirement waived for any Sub-contractor that is bidding on a subcontract with an estimate at time of bid to have a value of \$100,000 or less and/or if the subcontract does not include Covered Work for an apprenticeable trade;
- (b) Holds current licenses that businesses or service professionals operating in the State of Washington must hold in order to undertake or perform the work specified in the contract;
- (c) Has not been cited by state or federal authorities for a willful safety violation or failure to abate violation within the three years prior to submitting a bid on the Project; citations currently being contested or that were vacated upon review do not affect Contractor eligibility;
- (d) Is not listed on any Washington state debarment list; and
- (e) if a Subcontractor of any tier, commits to self-performing at least 30% of the contract work awarded.

Section 6.

Items specifically excluded from the scope of this PLA include but are not limited to the following:

(a) The excluded employees contained in this PLA shall at no time perform bargaining unit work covered by the trades signatory to the PLA. 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, engineering, administrative, community relations or public affairs, environmental compliance, supervisory and management employees, specialty testing, architectural/engineering design, suppliers, and other professional services.

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

(c) Non-manual work by employees of a manufacturer or vendor necessary to maintain such manufacturers or vendor's written warranty or guarantee or the on-site supervision of such work.

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

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

(f) Survey work performed by the Owner or prior to 'notice to proceed' is excluded.

(g) All work performed or contracted by airport tenants, defined by contract documents to be constructed within a defined area of new construction or facility improvement work covered by the PLA, will be exempt. The Port agrees to provide the Unions notification of defined airport tenant work prior to construction. The Unions recognize that during the term of this PLA improvements will be contracted directly by airport tenants and performed by contractors outside the scope of this PLA.

(h) All work performed by Port employees is exempt.

Section 6.

The provisions of this PLA shall apply to the Port and any of its small works contractors when doing covered work. Nothing contained herein shall be construed to prohibit or restrict the Port or its employees from performing work not covered by this PLA on the Project site.

Section 7.

It is understood that the Port, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time.

Section 8.

It is understood that the liability of any Contractor and the liability of the separate Unions under this PLA shall be several and not joint. The Unions agree that this PLA does not have the effect of creating any joint employer status between or among the Port, Contractor(s) or any Sub-contractor.

ARTICLE 3

UNION RECOGNITION

The Contractors recognize the Seattle Building Trades, Western States Regional Council of Carpenters and other signatory Unions as the sole and exclusive bargaining representatives of all craft workers within their respective historical jurisdictions working on the Project within the scope of this PLA.

ARTICLE 4

MANAGEMENT'S RIGHTS

The Prime Contractor, and all of their Sub-contractors of whatever tier retain full and exclusive authority for the management of their operations. Except as otherwise limited by the terms of this PLA, the Contractors shall direct their working forces at their prerogative, including, but not limited to hiring, promotion, transfer, lay-off or discharge for just cause. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of workers. The Contractors shall utilize the most efficient method or techniques of construction, tools, or other labor saving devices. There shall be no limitations upon the choice of materials or design, or any limit on production by workers or restrictions on the full use of tools or equipment. There shall be no restriction, other than may be required by safety regulations, on the number of workers assigned to any crew or to any service.

ARTICLE 5

UNION REPRESENTATIVES/SHOP STEWARDS

Section 1.

Authorized representatives of the Union shall have reasonable access to the Project site, provided that such representatives do not interfere with the work of the workers, 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, the type of work being undertaken on the Project site and the continuous operation of the airport during construction, visitors may be limited to certain times, or areas, or to being escorted at all times if said representative does not have a Security Identification Display Area (SIDA) Badge 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 the 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 the Prime Contractor and Sub-Contractors of whatever tier 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 workers 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 their work as an employee, the steward shall have the right to receive, but not solicit, complaints or grievances and with local Union representative approval may discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward shall be concerned with the workers of the steward's craft. The Contractor will not discriminate against the steward in the proper performance of their union duties.

(d) When a Contractor has multiple, non-contiguous work locations on the site, the Union may appoint additional working stewards to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of 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 Collective Bargaining Agreement, giving the steward the option of working all reasonable overtime within their craft and shift shall be recognized, provided they are qualified to perform the task assigned.

Section 3.

The Contractor agrees to notify the appropriate Union, in writing 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 Collective Bargaining Agreement, 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 shall be notified immediately by the Contractor.

Section 4.

Personnel of the Port will 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 Port personnel, or with personnel employed by any other Employer not a party to this PLA.

ARTICLE 6

WORK STOPPAGES AND LOCKOUTS

Section 1.

During the term of this PLA there shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason by the Union, its applicable Local Union or by any employee at the Covered Project site, and there shall be no lockout by the Contractor on Covered Projects. Failure of any Union, Local Union or employee to cross any picket line established at the Covered Project site is a violation of this Article.

Section 2.

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

Section 3.

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

Section 4.

If any Party to this PLA believes a violation of this Article has occurred, that Party may submit their claim as a grievance under Article 7, Step 4, for expedited arbitration. The sole issue at the arbitration hearing shall be whether or not a violation of this Article occurred. The arbitrator shall have no authority to consider any justification, explanation or mitigation for such violation. The arbitrator's award shall be issued in writing within 24 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, and any other appropriate relief, including, but not limited to liquidated damages in the following amounts: For the first shift in which the violation occurred, \$10,000; for the second shift, \$10,000; for the third shift, \$10,000; for each shift thereafter in which the craft has not returned to work, \$10,000 per shift. Such award shall be final

and binding on all parties. The fees and expenses of the arbitrator shall be equally divided between the moving Party or Parties and the Party or Parties respondent. If the arbitrator determines that a violation of this Article has occurred the Union(s) shall, within eight (8) hours of receipt of the award, direct all of the workers they represent on the Project to immediately return to work. If the arbitrator determines that a lockout has occurred in violation of this Article, they shall be empowered to order the Contractor to bring the employee(s) in question back to work, and award back pay to the workers who were locked out. The arbitrator shall retain jurisdiction to determine compliance with this Article.

ARTICLE 7 **DISPUTES AND GRIEVANCES**

Section 1.

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

Section 2.

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

Section 3.

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

Step 1.

(a) When any employee subject to the provisions of this PLA feels they are aggrieved by a violation of this PLA, they, through their local Union business representative or designated Union Representative, shall, within fourteen (14) calendar days, excluding PLA recognized holidays, after the occurrence, or had knowledge of or should have known of the alleged violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local Union or the designated Union Representative and the work-site representative of the involved Contractor and the Owners Port of Seattle Representative shall meet and endeavor to adjust the matter within three (3) calendar days, excluding weekends and PLA recognized holidays, after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing and the Port of Seattle Representatives at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2

of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the PLA alleged to have been violated.

(b) Should the Local Union(s) or the Prime Contractor or any Sub-Contractor of whatever tier have a dispute with the other Party and, if after conferring, a settlement is not reached within three (3) calendar days, excluding weekends and PLA recognized holidays, the dispute may be reduced to writing and proceed to Step 2 within forty-eight (48) hours in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2.

The International Union Representative and the involved Contractor shall meet within seven (7) calendar days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the Parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3.

Expedited Alternative Dispute Resolution

In the event no resolution is reached by the Union and the Contractor at Step 2, upon mutual agreement the parties may agree to submit the grievance to a mediator appointed by Federal Mediation and Conciliation Services (FMCS) or another mutually agreed upon mediator for mediation. If mediation fails to resolve the issue(s) or if both Parties do not agree to submit the grievance to mediation, either party may request that the grievance be submitted to an arbitrator in accordance with the provisions of Step 4. Nothing done or said by the Parties or the mediator during the grievance mediation can be used in the arbitration proceeding.

Step 4.

(a) If the grievance has been submitted but not adjusted under Step 2 or Step 3, either Party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and Sub-Contractor of whatever tier and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the Federal Mediation and Conciliation Services (FMCS) to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the (FMCS or whoever we designate) shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all Parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to them. Also they shall not have authority to change, amend, add to or detract from any of the provisions of this PLA.

Section 4.

The Prime Contractor, Sub-tier contractor, the Port and the Union representatives shall be notified of all actions at Steps 2, and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE 8 **JURISDICTIONAL DISPUTES**

Section 1.

(a) 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 and shall be based upon the appropriate agreements of record, decisions of record and previously provided local written agreements between or among the Unions and established trade practice prevailing in the locality. Locality is defined as the Seattle/King County Building Trades geographical jurisdiction. Such assignments shall be disclosed by the Contractor at a pre-job conference held in accordance with industry practice, which pre-job conference will include a representative of the Prime Contractor.

Section 2.

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

Section 3.

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

Section 4.

Each Contractor will submit to the Port a proposed trade assignment and attend a pre-job conference, scheduled by the Port, with the Unions a minimum of 2 weeks prior but not more than 90 days prior to commencing work. The Prime Contractor shall submit a copy of each executed Letter of Assent and the PLA Compliant Contractor Checklist for the Prime and each Subcontractor presenting at the pre-job conference.

Each Contractor will submit to the Port a final trade assignment one (1) week after attending the pre-job conference and prior to starting work. The Port will send copies of the trade assignments to the Unions.

Section 5: Request for Waiver of Pre-Job Attendance

Contractors who have performed or are performing work on any Port PLA Covered Project may be eligible for a waiver of the pre-job conference. If the waiver request is denied, the Contractor is required to attend a pre-job conference prior to starting work according to the process stated above. Upon request, the Seattle Building Trades will notify the PLA Administrator of the reason for the denial.

ARTICLE 9 **SUBCONTRACTING**

Section 1.

The Prime Contractor agrees that no Contractor shall subcontract any Covered Project work except to a person, firm or corporation party to this PLA.

Section 2.

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

- (a) The signatory Unions will provide the Prime Contractor and all other Sub-tier contractors who become signatory to this PLA with the appropriate workforce to perform the claimed work.
- (b) The Prime Contractor may utilize any Contractor or Subcontractor to perform claimed work, except that if such Contractor is party to an agreement with the non-signatory Union, such Union must agree in writing to abide by Article 8, Jurisdictional Disputes, and Article 6 Work Stoppages and Lockouts for the contractor to be awarded work under this PLA. Such Contractor may utilize its existing workforce and wage and benefit package. Such Contractors shall be required to agree in writing to be bound to and abide by this Article, Article 6 Work Stoppages and Lockouts, and Article 8 Jurisdictional Disputes. No other provision shall apply to such Contractors unless required by the Prime Contractor.

The names and physical business addresses of all Subcontractors on work covered by this PLA shall be transmitted to the Seattle Building Trades and Western States Regional Council of Carpenters by the Contractor.

Section 3: Diversity in Contracting and Small Business Outreach.

The Port has a Diversity in Contracting Program to increase recruitment, retention and promotion of Small Business Contractors in the construction industry. The Port, Prime Contractor and the Unions commit to conduct small business outreach to companies who self-identify or are certified as a Small Business through OMWBE. The Port and Unions agree to meet with

contractors to provide training and assistance about working under Collective Bargaining Agreements and this PLA.

ARTICLE 10

HELMETS TO HARDHATS

Section 1.

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

Section 2.

The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on the Covered Project, and of apprenticeship and employment opportunities for the Covered Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE 11

APPRENTICESHIP UTILIZATION

The Parties agree to set a minimum Washington State Apprenticeship Training Council (WSATC) Apprenticeship Utilization Goal of fifteen percent (15%) per craft. The goal established for minority apprentice training is twenty-one percent (21%) of the total apprentice training hours. The goal established for female apprentice training is twelve percent (12%) of the total apprentice training hours. The Prime Contractor will be responsible for all Contractors and Sub-contractors of whatever tier submit an Apprenticeship Utilization Plan to the Port to be presented at the pre-job conference and all Contractors shall submit Electronic Payroll Information (EPI) while performing work on site to the Port identifying all WSATC registered apprentices.

The Parties agree to maximize the use of Washington State Apprenticeship Training Council [WSATC] apprentices on the Project and to facilitate the participation of people of color, women and other disadvantaged persons in such apprenticeship programs, and increase the opportunities for participation by low-income people of color and women. The Parties should identify training and hiring goals and reduce barriers to employment and training.

ARTICLE 12

PREFERRED ENTRY

Section 1.

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

Section 2.

The Parties agree to work in cooperation to provide pre-qualified applicants access to apprenticeship opportunities generated by the construction contracts under the PLA. Preferred Entry candidates shall be placed with Contractors working on the Project, subject to an interview if requested by the Contractor. Selected Preferred Entry candidates who are not already first year apprentices shall become first period apprentices.

To give preferred entry apprentices an opportunity to become established in their apprenticeship training, Contractors must employ Preferred Entry candidates for 700 hours, in order to count that candidate toward the Preferred Entry requirement. The Port may reduce the number of required hours to a minimum of 350 hours on any Project that has insufficient total apprentice hours to support placements of a 700 hour duration.

Section 3.

The Parties agree that given the apprenticeship utilization goal of 15% on the Project, the goal for Preferred Entry Apprentices shall be one (1) of each five (5) of those apprentices who have worked at least 350 or 700 hours from a WSATC recognized Washington State Certified Pre-Apprenticeship programs.

Section 4.

The Unions and Prime Contractor agree to ensure hiring of Preferred Entry apprentices during the early start of work on the Project. The Port, Unions and Contractors recognize Preferred Entry Apprentices that are within any steps or years of their apprenticeship program.

ARTICLE 13 **PRIORITY HIRE**

Section 1.

The Priority Hire Program seeks to support dispatch of workers to achieve the obligations and aspirational goals set forth pursuant to Port of Seattle Resolution No. 3736 dated November 28, 2017, which directs development of a program which is designed to prioritize the recruitment and placement of economically disadvantaged local workers on Covered Projects. The Priority Hire Program is intended to help address construction workforce shortages, diversify the construction workforce, and improve the well-being of individuals who live in geographical areas of economic distress, while focusing on participation by Apprentices and Journey level construction workers who have been historically underrepresented in the construction industry, including minorities, women, and veterans for a specified share of total hours worked on covered projects. The purpose of Resolution No. 3736 is to provide good family wage jobs to qualified

construction workers from Economically Distressed Areas of King County, or as designated by the Port, by increasing access to the Port's Covered Projects for those workers.

The Parties recognize that public agencies are working together as regional partners to better understand the workforce demand-supply gap for regional public infrastructure projects; to enhance access opportunities and to increase the diversity of pre-apprentices, apprentices and journey-level workers entering into the trades workforce; to support retention programs for current trades workers; and to improve performance data and systems of reporting for monitoring regional goals and initiatives.

Section 2.

The Port Designee will set a requirement for each project that directs the Prime Contractor to utilize workers from economically distressed ZIP codes for a specified share of total hours worked on the project by apprentices and journey-level workers. It is agreed that classifications of work performed under the selected PLA projects will be subject to the following additions and stipulations:

- (a) The Designee will set a requirement for this each project that directs the Prime Contractor to utilize workers from an Economically Distressed area ("Priority Workers") for a specified share of total hours worked on the project by apprentices and journey-level workers. Workers that qualify towards those requirements shall be identified as "Priority Worker(s)." A Priority Worker is defined in Port of Seattle Resolution No. 3736 dated November 28, 2017, as an individual prioritized for recruitment, training and employment opportunities because the individual is a resident of an Economically Distressed Area.
- (b) The first month following issue of the notice to proceed and until the Contractor obtains written final acceptance from the Port, the Contractor shall submit a monthly report for itself and all Subcontractors to the Port. Contractors shall request and Unions shall dispatch Priority Workers who are residents of an Economically Distressed Area as defined by King County's Finance and Business Operations Division and published at <https://www.kingcounty.gov/council/news/2018/March/03-05-hiring.aspx>.
- (c) Contractors and Subcontractors must also report on employee demographics and other pertinent information requested by the Port. Labor hours performed by workers living outside of Washington will be excluded from priority worker calculations that the Port performs when calculating whether required percentages of total Priority Worker hours were achieved.

The Contractor's failure to allow adequate time to comply with the requirements and processes of the PLA including Priority Hire are non-excusable delays. If a Contractor is not in compliance with the Priority Hire requirements, they must submit documentation to the Port that supports its best efforts for meeting Priority Hire requirements and an action plan detailing methods and/or steps to be taken to achieve said requirements.

ARTICLE 14
BI-MONTHLY LABOR/MANAGEMENT MEETINGS

The Parties to this PLA recognize the necessity for cooperation and communication between the Unions, the Port, and the Prime Contractor, the elimination of disputes and misunderstandings and the resolution of unfair practices on the part of any party. To this end, the Parties agree to participate in bi-monthly Union/Port/Prime Contractor meetings to address pre-apprenticeship preferred entry goals, apprenticeship utilization, priority hire requirements if applicable, job progress, administration and progress of overall PLA program, and any other relevant issues that will affect the Project and promote harmonious and stable labor/management relations. The Port shall facilitate and distribute copies of reports to the committee, including a bi-monthly discussion of projects reviewed for application of the PLA and future projects. If a union receives notice from a Trust of an alleged contractor delinquency on trust payments, the Union will endeavor to timely notify the PLA Administrator.

ARTICLE 15
WAGE SCALES AND FRINGE BENEFITS

Section 1.

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

The wage rates to be paid to all laborers, workers and mechanics who perform any part of this PLA within King County shall be in accordance with the current local craft labor agreement as identified in their individual Collective Bargaining Agreement.

Contractors will recognize the current State Prevailing Wage Rate established and required by Chapter 39.12 of the Revised Code of Washington, as amended, as the minimum rates to be paid to all craft workers, including pre-fabrication performed in Washington State, during the life of the program. This requirement applies to laborers, workers and mechanics, employed by the Contractors or any other person who performs a portion of the work contemplated by this PLA within the State of Washington.

The Contractors shall adopt and agree to be bound by the written terms of the applicable Trust Agreements, any present or future amendments, and to successor Trust Agreements, for the trust funds or their successors as identified in the respective applicable local collective bargaining agreements for all craft workers, core and union, and payments shall be made by the Contractors for all craft workers during the life of the Covered Project.

The Contractor shall pay the current increased wage rates and increased contribution rates to the relevant trust funds pursuant to any Collective Bargaining Agreements negotiated by the Unions during the work performed on the Covered Project, effective when the relevant Collective Bargaining Agreement goes into effect. Further, the Contractor(s) and its Sub-contractors will

recognize all changes of wages and fringes on the effective date(s) of the individual craft local collective bargaining agreement. In accordance with RCW 39.12.015(3)(a) if there is more than one craft local collective bargaining agreement for any craft, the higher wage rate shall be paid. Any retroactive increases will be recognized provided it is part of the negotiated settlement.

If any Subcontractor 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) calendar days excluding weekends and PLA recognized holidays 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.

Copies of the Union Trust Agreements are available upon request.

Section 2. Prefabrication and Assembly

It is our intention that any and all off-site fabrication, customization, assembly or pre-assembly work will be performed within the local region of the State of Washington.

The provision for wage rates in Article XIII shall also apply to offsite fabrication/customization, assembly or pre-assembly of parts or components for installation related to new construction on the Covered Project, if such off site fabrication/customization work is performed in the State of Washington.

The payment of the applicable rate of wage to said offsite fabrication/customization, assembly or pre-assembly shall not be construed as applying the following requirements of the Agreement Article 10 (Helmets to Hardhats), Article 11 (Apprenticeship Utilization), or Article 13 (Bi-Monthly Labor Management Meetings). However, the provisions of Article 9 (Subcontracting), Article 6 (Work Stoppages and Lock Outs), and Article 8 (Jurisdictional Disputes) shall apply to such off site fabrication/customization work.

ARTICLE 16 **REFERRAL PROCEDURES**

Section 1,

For Local Unions now having a job referral system as contained in their Collective Bargaining Agreement, the Contractor agrees to utilize such system and it shall be used exclusively by such Contractor, except as it may be modified by this Article. Referrals shall not be affected by obligations of Union membership or the lack thereof. Where airport security clearance requirements apply to work to be performed, the Contractor shall inform the Union's hiring hall

dispatcher of those requirements when requesting workers. For those Local Unions having a Book system as part of their Collective Bargaining Agreement, such system will be honored in regards to lay-off of workers from covered projects.

Section 2.

In the event that Local Unions are unable to fill any request for workers within forty-eight (48) hours, excluding weekend and holidays, the Contractor may employ applicants from any other available source. Contractor shall inform the Union of the name of any applicants hired from other sources and shall refer the applicant to the Local Union for dispatch to the Covered Project prior to the commencement of work, and make trust fund contributions for every hour worked.

Section 3.

There shall be no discrimination against any employee or applicant for employment because of their membership or non-membership in the Union or based upon race, creed, color, sex, age or national origin, or any other legally protected class of such employee or applicant.

Section 4.

No worker covered by this PLA shall be required to join any Union as a condition of being employed on the Covered Project. The Contractor agrees to deduct union dues or representation fees, whichever is applicable, from the pay of any workers who executes a voluntary authorization for such deductions and to remit the dues to the Union or Council.

Nothing in this Section is intended to eliminate or affect the right of any workers to join the Union or the right of any union to collect full dues from its member.

Section 5.

The Parties agree that where a Contractor is not party to a Collective Bargaining Agreement with any Union signatory to this PLA, the Contractor may request by name, and the Local will honor, referral of up to a maximum of three (3) persons per each contractor ("core" workers), and up to two Apprentices enrolled in a WSATC program, provided that the ratio of Apprentices to Journey level workers is in compliance with the applicable Apprenticeship program standards and provided that the Contractor can demonstrate that those persons possess the following qualifications:

- (1) Any license required by state or federal law for the Project work to be performed;
- (2) Have worked a total of at least one thousand two hundred (1,200) hours in the construction craft during the prior two (2) years;
- (3) Were on the Contractor's active payroll for at least sixty (60) out of the ninety (90) calendar days prior to the contract award;
- (4) Have the ability to perform the work safely.

- (5) OMWBE certified subcontractors that have been in business for three (3) years or less shall be exempt from the minimum hours and active payroll requirements in subsections 2 and 3. Such subcontractors shall not have performed the project contracted scope of work under any name or under a past or related license in Washington or any other State.

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

The Contractor may elect to hire its first "core" worker to be a foreman. After the Contractor hires up to three (3) core workers, all additional workers 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" workers to hiring hall referrals shall be maintained and when the Contractor's workforce is reduced, workers shall be reduced in the same ratio as was applied in the initial hiring.

Contractors requesting dispatch of a JATC registered apprentice must demonstrate to the satisfaction of the JATC program that it complies with all apprenticeship standard requirements to supervise apprentices.

All workers, core and union, shall be dispatched from the appropriate union. Trust benefits shall be paid on all workers, core and union.

Section 6.

Upon referral or dispatch from a Union, "turnaround" or refusal of any worker by the Contractors, requires written explanation from the Contractor that shall be communicated through the Prime Contractor to the Port and affected Union within 48 hours.

Section 7.

Individual seniority will not be recognized or applied to workers working on the Project. This provision will not interfere with or supersede the use by individual Contractors of "call lists" maintained by such Contractor pursuant to addenda to the local Collective Bargaining Agreement between such Contractor and a Union signatory to this PLA.

Section 8.

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

ARTICLE 17 **WORK RULES**

Section 1.

Parking shall be provided within 3 city blocks or 1500 feet from the Covered Project site, whichever is shorter. Parking at or near the Covered Project site will be provided to the workers at no cost. If parking cannot be provided within 3 city blocks or 1500 feet of the Covered Project site, transportation between the parking area(s) and the work site shall be provided by the Contractor. Workers shall be paid at their straight-time hourly rate for time spent in travel from the work site to the parking area at the end of their shift. Compensated time spent in transit between the work site and the parking area shall not be considered time worked for overtime purposes.

Section 2.

Security procedures for control of tools, equipment and materials are the responsibility of the Contractor. Workers 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 3.

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

Section 4.

In the interest of the future of the construction industry in the Seattle 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 the Covered Project to produce the most efficient utilization of labor and equipment in accordance with this PLA.

ARTICLE 18

HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

Section 1: Work Day and Work Week.

Hours of work shall refer to local collective bargaining agreements

Section 2: Starting Times.

Workers 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 until quitting time. 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 foreperson 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.

Overtime shall refer to local collective bargaining agreements

Section 4: Shifts.

Shift work shall refer to local collective bargaining agreements

Section 5: Holidays.

(a) **Holidays.** Recognized holidays on the Covered Project shall be New Year's Day, Martin Luther King's Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day. Recognized holidays under this PLA shall be celebrated on the date the holiday is celebrated by the Port. 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 workers are required to work on a holiday, they shall receive the appropriate overtime rate outlined in the applicable Collective Bargaining Agreement. All overtime shall be in compliance with applicable State prevailed wage requirements.

Section 6: Reporting Pay.

(a) **Reporting Pay.** Workers reporting for work and for whom no work is provided, except when given notification not to report to work, and shall receive four (4) hours pay at the regular straight-time hourly rate. Workers, who work beyond four (4) hours, shall be paid for actual hours worked. 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 their shift, the employee will be paid a minimum of eight (8) hours for that day.

Four (4) hour show-up time is contingent upon successfully completing the drug testing procedure, if required.

(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 collective bargaining agreement, schedule a make- up day (Saturday for 5/8 schedule; Friday or Saturday for 4/10 schedule). All hours worked on a make-up to complete the forty (40) hours for the standard workweek shall be paid at the straight time rate of pay, if permitted by the State prevailed wage requirements. Any hours in excess of the standard workweek worked on Saturday shall be paid at time and one-half the straight time rate of pay. For make- up day work, the full crew must be scheduled. The make-up day may not be utilized on an individual employee basis, or to make up holidays. Make-up days are voluntary and should a crew member decline the make-up day work, the Contractor may select a member of another crew as a replacement, or allow the crew to work without the regular crew member. All make-up day work will be scheduled for a full work day. All overtime shall be in compliance with applicable State and Federal prevailed wage requirements.

(c) **Call Out Pay.** Any employee called out to work outside of their shift shall receive a minimum of four 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 their own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Safety concerns, 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: Meal Period.

Workers shall not be required to work more than five (5) hours from the start of the shift without at least a one-half (1/2) hour unpaid break for lunch. This lunch period shall not begin earlier than three and one-half (3 1/2) hours after the start of the shift.

In the event that Contractor establishes a ten (10) hour shift, the meal periods shall be at mid-shift. Workers meals may be staggered during the period of three and one-half (3 1/2) to five (5) hours from the start of their shift to cover necessary work of a continuous nature.

Missed Meals and Additional Meal Periods:

- a. If a craft worker is required or allowed to work past five hours, they shall be paid one-half (1/2) hour at the applicable overtime rate and shall eat their lunch on company time.
- b. By mutual agreement between the Union and the Employer an additional hour of overtime/penalty pay may be provided in lieu of the above.
- c. Craft Workers required to work more than two (2) hours after the end of an eight (8) hour shift and one (1) hour after a ten (10) hour shift shall be furnished a meal and paid one-half (1/2) hour at the applicable wage rate and every five (5) hours thereafter, a Craft Worker shall be given time for a meal. Mealtime shall be paid at the applicable overtime rate and adequate lunch shall be provided by the Employer at the job site.
- d. By mutual agreement between the Union and the Employer an additional hour of overtime/penalty pay may be provided in lieu of the above.

Section 8: Security.

The Parties acknowledge that some work within the scope of this PLA will occur in restricted security areas of an operating airport and seaport and that workers who will be required to work in such areas will, as a condition of employment on the Covered Project, be subjected to a 10-year personal background check and security clearance and will be required to comply with regulations imposed by the Port, the Department of Homeland Security (including sub-agencies such as the Transportation Security Administration and Customs and Border Patrol), and the Federal Aviation Authority governing access and conduct in such areas. The Unions acknowledge 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 Covered Project or to deny access of their representatives to the Covered Project's areas.

ARTICLE 19 **SAFETY AND HEALTH**

Section 1.

The Parties to this PLA will hold a regular Joint Labor/Management Safety Committee meeting to discuss safety programs and procedures to maintain the highest level of occupational safety on the Covered 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 Port, or the Contractor. It is understood that the workers 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 Port.

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

(c) The use, sale, transfer, purchase and/or possession of a controlled substance, including Marijuana, and/or alcohol while on the Port's premises at any time during the work day is prohibited.

(d) The unauthorized use or possession of firearms, weapons, explosives or incendiary materials on or near the Covered Project premises, including Port 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 Covered Project.

(e) The Parties acknowledge that the environmental and safety restrictions governing conduct at the Covered Project site prohibit smoking at any time in any location or facility. Violation of this restriction by any person will constitute grounds for removal from the site and may result in termination.

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, workers will be compensated only for the actual time worked; provided, however, that where the Contractor requests workers to remain at the site and be available for work, the workers will be compensated for the standby time at their appropriate hourly rate of pay.

Section 4.

The Contractor shall furnish warm, dry changing rooms of ample size for drying clothes, and benches and tables for lunch. The Contractor shall supply sanitary toilet facilities, including hand-wash facilities with warm running water, and sanitary drinking facilities (cool in summer) and sanitary drinking cups.

Section 5.

Separate toilet facilities shall be provided close to the site of work and in equally accessible locations for both men and women. The facilities shall be clearly marked "Men" and Women." The women's facilities shall have a lock on the outside with keys to provided to women for access. All facilities shall be cleaned at least once daily and shall be examined prior to the start of each shift to ensure they are clean and that sanitary toilet paper, soap, and paper towels are stocked. The women's facilities shall maintain a support of appropriate hygiene products.

ARTICLE 20
SAVINGS AND SEVERABILITY

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 PLA. The Parties hereto agree that in the event any provisions of the PLA are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of the PLA 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 PLA.

Section 2.

The occurrence of events covered by Sections 1 above shall not be construed to waive the work stoppage prohibitions of Article 6.

ARTICLE 21

DURATION OF AGREEMENT

Section 1.

This Agreement shall commence upon December 10, 2024 and shall continue in full force for a period of five (5) years. The parties may mutually agree to amendments or modifications of this PLA.

Section 2.

The PLA shall continue in full force and effect for each covered project throughout the duration of each covered project and until the last of the Covered Projects concludes. Either party desiring to extend this PLA beyond the intended five (5) year term shall make such intentions known to the other party by written notice as soon as practical, which may be as early as six months prior to the otherwise effective expiration date of this agreement.

Section 3.

(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 by the Construction Manager and accepted by the Owner or third parties with the approval of the Owner, the PLA shall have no further force or effect on such items or areas, except when the Contractor is directed by the Construction Manager or 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 PLA 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 Owner saying that no work remains within the scope of the PLA.

PORT OF SEATTLE:

Signature: _____

SP Metruck
Stephen P. Metruck
Executive Director
Port of Seattle

Date: _____

3/3/2025

UNIONS:

Seattle/King County Building & Construction Trades Council, AFL-CIO

Signature: _____

DocuSigned by:
Monty Anderson
8297720970284EA...
Monty Anderson
Executive Secretary

Date: _____

12/18/2024

Western States Regional Council of Carpenters

Signature: _____

Signed by:
Antonio Acosta 12/18/2024
C2EF7982C485476
Antonio Acosta
Regional Manager

**Heat & Frost Insulators &
Allied Workers Local 7**

Signature: _____

DocuSigned by:
Todd Mitchell
3334028432841F2
Todd Mitchell
Business Manager

Boilermakers Local 502

Signature: _____

Signed by:
Tracey Eixenberger
443C10097402475
Tracey Eixenberger
Business Manager

BAC Local 1 Washington/Alaska

Signature: _____

Signed by:
LOWELL GLODOWSKI
C28A70047584F3...
Lowell Glodowski
President/Business Manager

Cement Masons & Plasterers Local 528

Signature: _____

Signed by:
Eric Coffelt
3F3F28610813400...
Eric Coffelt
Business Manager

IBEW Local 46

Signed by:
Signature: Sean Bagsby
Sean Bagsby
Business Manager

Elevator Constructors Local 19

Signed by:
Signature: Patrick Strafer
Patrick Strafer
Business Manager

Iron Workers Local 86

DocuSigned by:
Signature: Bob Korth
Bob Korth
Business Manager

Laborers Local 242

Signed by:
Signature: Dale Cannon
Dale Cannon
Business Manager

Sheet Metal Workers Local 66

Signed by:
Signature: Devin Leingang
Devin Leingang
Business Manager

Teamsters Local 174

Signature: Carl Gasca
Carl Gasca
JC-28 Construction Chair

Operating Engineers Local 302

DocuSigned by:
Signature: Daren Konopaski
Daren Konopaski
Business Manager

IUPAT District Council 5

DocuSigned by:
Signature: Todd Springer
Todd Springer
Business Manager

UA Plumbers & Pipefitters Local 32

DocuSigned by:
Signature: Jeffrey J. Owen
Jeffrey J. Owen
Business Manager

Roofers Local 54

Signed by:
Signature: Eddy Ramos
Eddy Ramos
Business Manager

Sprinkler Fitters Local 699

Signed by:
Signature: Scott Peterson
Scott Peterson
Business Manager

Project Labor Agreement

APPENDIX A

**PORT OF SEATTLE
LETTER OF ASSENT**

MC- 03 Enter Number Here

Project Name: Enter Name Here

General/Prime Contractor: Enter Name Here

The undersigned, as a Contractor(s) or Subcontractor(s) on the Enter Project Name Here **Project**, for and in consideration of the award of a Contract to perform work on said Project, agrees to be a party to and be bound by the Project Labor Agreement (PLA) and in further consideration of the mutual promises made in the PLA, a copy of which was received and is acknowledged, hereby:

- (1) On behalf of itself and all its workers, accepts and agrees to be bound by the terms and conditions of the PLA, together with any and all amendments and supplements now existing or 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) The undersigned accepts and agrees that the scope of the no-strike clause of the Project Labor Agreement does not apply to offsite activities other than dedicated fabrication facilities.
- (3) Certifies that it has no commitments or agreements which would preclude its full compliance with the terms and conditions of said PLA.
- (4) Agrees to secure from any Contractor(s) (as defined in said Project Labor 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.

<p>Date: Choose Date</p> <p>Prime/General Contractor: <input type="checkbox"/></p> <p>Subcontractor: <input type="checkbox"/></p> <p><input type="checkbox"/> Tier 1: Subcontractor to Name</p> <p><input type="checkbox"/> Tier 2: Subcontractor to Name</p> <p><input type="checkbox"/> Tier 3: Subcontractor to Name</p> <p><input type="checkbox"/> Tier 4: Subcontractor to Name</p>	<p>Company Name: Enter Company Name Here</p> <p>Name and Title: Enter Name and Title Here</p> <p>Business Address: Enter Business Address Here</p> <p>Telephone Number: Enter Number Here Choose a Type</p>
---	--

Type Name Here
(Typed Name May Substitute for Signature)
 Port of Seattle
 Project Labor Agreement
 Letter of Assent

12/11/2024
 MASTER SPECS
 DO NOT ALTER PAGE

Project Labor Agreement

APPENDIX B

PORT OF SEATTLE PLA COMPLIANT CONTRACTOR CHECKLIST

- A. Is a registered training agent with a program, covering the scope of work to be performed, registered with the Washington State Apprenticeship and Training Council, with this requirement waived for any Sub-contractor that is bidding on a subcontract with an estimate at time of bid to have a value of \$100,000 or less and/or if the subcontract does not include Covered Work for an apprenticeable trade;
- B. Holds current licenses that businesses or service professionals operating in the State of Washington must hold in order to undertake or perform the work specified in the contract;
- C. Has not been cited by state or federal authorities for a willful safety violation or failure to abate violation within the three years prior to submitting a bid on the Project; citations currently being contested or that were vacated upon review do not affect Contractor eligibility;
- D. Is not listed on Washington state debarment list; and
- E. if a Subcontractor of any tier, commits to self-performing at least 30% of the contract work awarded.

I certify as ____ Title _____ of _____ Contractor _____ that

_____ Contractor _____ meets all of these requirements.

Date

Contractor

Project Labor Agreement

Prefabrication Side Letter Project Project Labor Agreement

On-site fabrication and installation of components that are traditionally the work of members of the various building trades Unions signatory to this Agreement will continue to be recognized as such. If done off-site, it is the Parties' intent that such fabrication will be performed whenever possible by fabricators located in the Puget Sound area who pay their workers not less than the current King, Snohomish or Pierce County Washington prevailing wage for the appropriate classification.

The Unions, signatory to this Agreement, recognize that the timely completion of this Project is vital to the Port of Seattle and the Community it is intended to serve. Therefore, if the nature of the work, the Project schedule, or contracting circumstances make it necessary to obtain fabrication under conditions different than those described above, the Union(s) affected agree to meet and confer with the Contractor to discuss the reasonable needs of the Project. The Contractor and the Union(s) affected agree to discuss any other circumstances affecting off-site fabrication contracting purchases, and any reasons making it necessary to depart from the intention set forth above. The Union(s) affected agree to install on-site any components fabricated pursuant to the terms of this letter without limitation. The Parties will make every effort to keep an open channel of communication to insure that both parties are fully informed of the facts affecting the substance of this letter.

Date and Signature:



Stephen P. Metruck
Executive Director
Port of Seattle

Signatory Unions:

Signed by:
Monty Anderson

8297120370284EA

Signed by:

Antonio Acosta

C2EF7982C885476

Project Labor Agreement

Letter of Understanding
Between
Teamsters Local Union No. 174
And
The Port of Seattle for
Project Labor Agreement

Whereas: The work of truck drivers is unique in the execution of the Project Labor Agreements (PLA) in that much of the work is performed off site, and;

Whereas: It is the intent of the Parties through this LOU to address owner operators performing truck driving work in the execution and within the scope of this PLA:

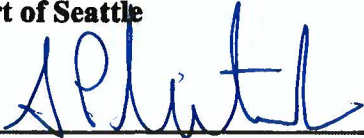
Therefore: It is agreed that classifications of work performed by truck drivers that are within the jurisdiction of Teamsters Local Union No. 174 ("Local 174") and performed in the execution and within the scope of this PLA, is to be paid the current prevailing wage subject to the following additions and stipulations:

1. Article 2, applies with full force and effect to all Contractors and Subcontractors of whatever tier who have been awarded contracts related to the work of truck drivers that is performed in the execution and within the scope of this PLA. Thus, all such Contractors and Subcontractors must, among other things, comply with the requirement set forth in Article 16, Section 1, 2, 3 and 4, all truck drivers who perform work within the scope of this PLA shall be dispatched by Teamsters Local 174, except insofar as limited by the other provisions of Article 16.
2. The term "employee," as used in Article 16, is defined for the purposes of this Letter of Understanding to include any person who is performing the work of a truck driver in the execution and within the scope of this Project, unless modified by the terms of this LOU.
3. At the request of any Contractor or Subcontractor, that Contractor or Subcontractor may choose to utilize as persons performing the work of truck drivers on this Project persons who are already in possession of or who wish to provide their own vehicles (hereafter, "owner-operators"). Use of owner-operators is governed by the following rules:
 - 3.1. Pursuant to the requirements of Article 16, Section 1, 2, 3 and 4, owner-operators working on the Project must be dispatched by Teamsters Local 174.
 - 3.2. Owner-operators will receive a compensation package equivalent to the prevailing wage that is applicable to all other workers who are dispatched by Local 174 to the Contractor or Subcontractor regardless of tier. Owner-operators will also be reimbursed at the rates established by Local 174 and approved by the Port for the use of owner-operator vehicles such rates shall be based on and shall not exceed the area standard for fair market value for the use of the equipment.

Project Labor Agreement

- 3.3. For the purposes of this Letter of Understanding, an owner-operator is defined by WAC 296-127-026.
4. For the purpose of clarification of this document, if an Owner Operator should expand their business opportunities and acquire workers working on the Project, apprenticeship goals contained in the PLA will apply.

Port of Seattle

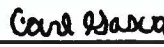


Stephen P. Metruck
Executive Director
Port of Seattle

Date

3/3/2025

Teamsters Local 174



Carl Gasca
JC-28 Construction Chair

Date