



Washington State
Department of Transportation

SR 520 Bridge Replacement and HOV Program

I-5 to Medina: Bridge Replacement and HOV Project



Community Workforce Agreement

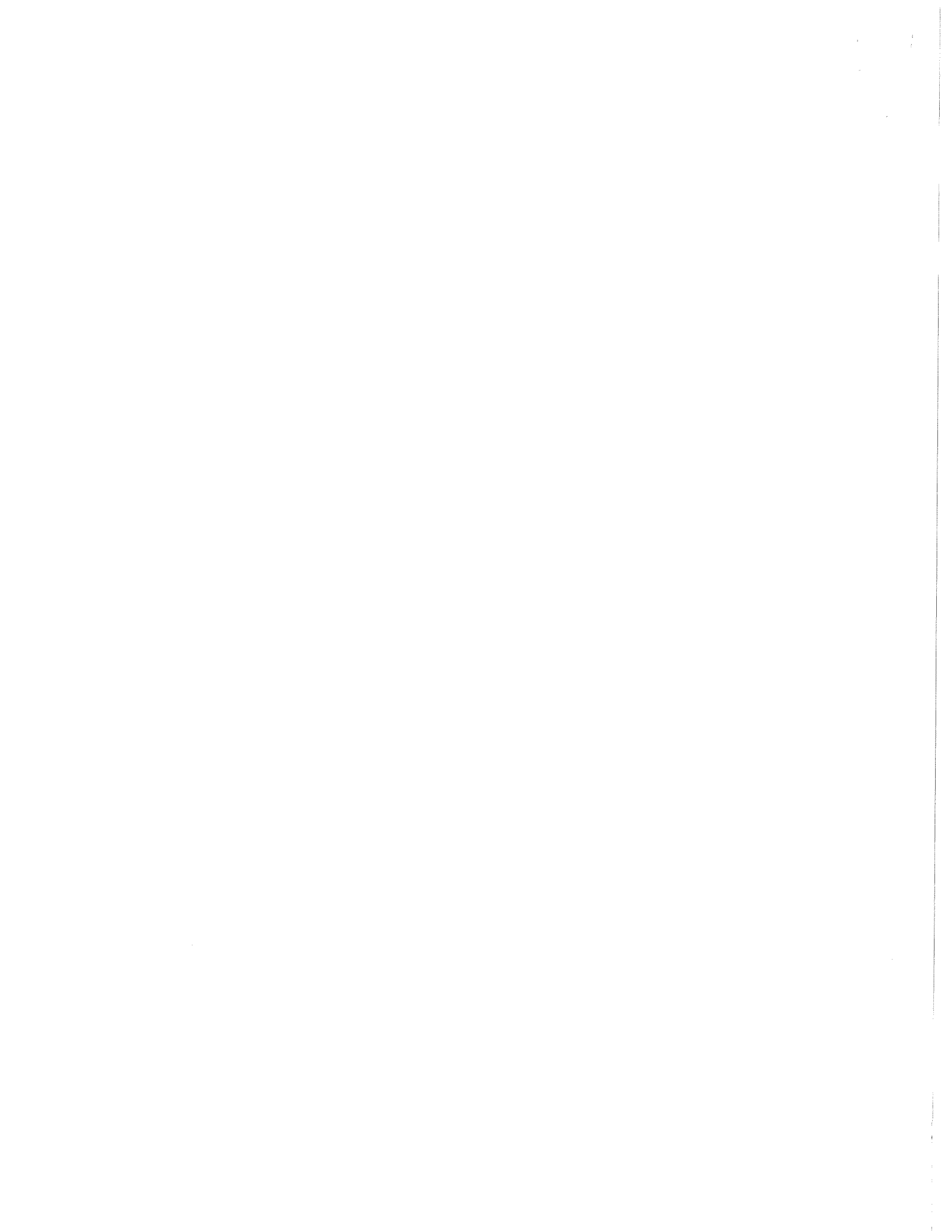
for the

State Route 520 Montlake to Lake Washington
Interchange and Bridge Replacement Project

April, 2018

Washington State Department of Transportation

SR 520 Bridge Replacement Program



1
2 **TABLE OF CONTENTS**

3
4 **ARTICLE** **PAGE**
5 Article 1 - Preamble 1
6 Article 2 - Purpose..... 2
7 Guiding Principles 3
8 Article 3 - Union Recognition 4
9 Article 4 - Scope Of Agreement 4
10 Article 5 - Union Representation 7
11 Article 6 - Management Rights 8
12 Article 7 - Pre-Job Conferences And Pre-Job Package 9
13 Article 8 - Project Administrative Committee..... 10
14 Article 9 - Hiring Procedures 11
15 Article 10 - Hours Of Work, Overtime, Shifts, Holidays 14
16 Article 11 - Apprenticeship 16
17 Article 12 - Helmets To Hardhats..... 18
18 Article 13 - Payday 19
19 Article 14 - Craft Jurisdiction And Jurisdictional Disputes Adjustment 19
20 Article 15 - Work Rules 20
21 Article 16 - Miscellaneous Provisions 21
22 Article 17 - Safety, Health And Sanitation..... 22
23 Article 18 - No Strike - No Lockout..... 22
24 Article 19 - Grievance Procedure 24
25 Article 20 - General Savings Clause..... 26
26 Article 21 - Terms Of Agreement 26
27 Article 22 - Wage Scales And Fringe Benefits 27
28 Article 23 - Drug Free Workplace..... 28
29 WSDOT Endorsement 29
30 Attachment 1 32
31 Exhibits..... 32
32 Exhibit 1 34
33

1 **ARTICLE 1 - PREAMBLE**

2 1.1

3 This Community Workforce Agreement (hereinafter, the "CWA", or "Agreement") is entered
4 into in April of 2018 by and between, The Washington State Department of
5 Transportation (hereinafter, "WSDOT" or the "Owner"), the Contractor selected for the
6 Project (hereinafter "Contractor"), for and on behalf of themselves and their Sub-
7 contractors (hereinafter Sub-contractor), and the Seattle/King County Building and
8 Construction Trades Council and the Northwest National Construction Alliance II
9 collectively called the "Union(s)" or "Local Union(s)", who become signatory hereto
10 with respect to the construction of the SR 520 Montlake to Lake Washington
11 Interchange and Bridge Replacement Project (The Project). The Owner, Contractor, Sub-
12 contractor and Unions may be referred to herein individually as a "Party" and collectively
13 as the "Parties." Where appropriate, the term "Contractors" shall mean, collectively, the
general contractor and all Sub-contractors of every tier.

14
15 Nothing in this CWA shall modify, amend, or supersede any of the provisions set forth
16 within the Contract between WSDOT and the selected Contractor and its Sub-
contractors, as identified within the Contract.

17
18 1.2

19 The term Community Workforce Agreement (CWA) reflects the scope of a traditional
20 Project Labor Agreement (PLA) with the added focus of hiring disadvantaged
21 workers. Like a traditional PLA, this CWA is intended to establish a spirit of harmony,
22 peace and stability between labor and management, to support the timely construction of
23 public works projects. The CWA is also intended to guarantee training and work
24 opportunities for workers in their construction careers, including access for disadvantaged
and under-represented people on this Project.

25
26 1.3

27 It is understood by the parties to this CWA that when this CWA is signed by the WSDOT,
28 in the space provided on the signature page of this CWA, it will become the policy of
29 WSDOT that the construction work covered by this Agreement will be contracted
30 exclusively to the Contractor and its Sub- contractors, of any tier, who agree to execute
31 and be bound by the terms of this Agreement. The Contractor will monitor the compliance
32 with this CWA by all Sub-contractors of every tier, who through their execution of a Letter
of Assent binds them to this CWA.

33
34 1.4

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

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39 1.5

40 Project oversight and administration shall be provided by a CWA Administrator. The
41 CWA Administrator shall either be a dedicated internal WSDOT staff member or an
42 independent third-party contractor. The CWA Administrator shall be determined by
WSDOT in consultation with the Seattle Building and Construction Trades Council and
the Northwest

1 National Construction Alliance II. The CWA Administrator's duties shall include monitoring
2 compliance and enforcement of the Agreement.

3 1.6

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

12 1.7

13 The Unions agree that this CWA will be made available to, and will fully apply to, any
14 successful contractor for work who becomes signatory hereto, without regard to whether
15 that successful Contractor or Sub-contractor performs work at other sites on either a Union
16 or a non-Union basis, and without regard to whether employees of such Contractor or Sub-
17 contractor are or are not members of any Union. The Unions hereby pledge to work
18 cooperatively with all businesses awarded work governed by this CWA, despite any other
19 dispute they may have with a business over, for example, trust or benefit payments that
20 arose on non-Covered Work.

21 **ARTICLE 2 - PURPOSE**

22 2.1

23 The Parties to this Agreement acknowledge that WSDOT construction projects are
24 important to the citizens of the State of Washington. The Parties recognize the need for
25 timely completion of the Project without interruption or delay. This Agreement enhances
26 cooperative efforts between the Parties, through establishment of a CWA framework for
27 labor-management cooperation and stability.

28 The Parties agree that the timely construction of this Project will require substantial numbers
29 of employees from construction and supporting crafts possessing skills and qualifications
30 vital to its completion. They will work together to furnish skilled, efficient craft workers to
31 construct the Project.

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

36 The Parties are committed to providing opportunities for all Contractors and to assuring an
37 adequate supply of craft workers possessing the requisite skills and training in order to
38 provide the taxpayers a project of the highest quality.

39 2.2

40 In recognition of the special needs of this Project and to maintain a spirit of harmony, labor-
41 management peace and stability during the term of this CWA, the parties agree to establish
42 and put into practice effective and binding methods for settlement of all misunderstandings,

1 disputes or grievances that may arise between any Contractor and the Unions, or their
2 members, to the end that the Owner is assured of complete continuity of its operations and
3 construction without slowdown or interruption of any kind. The Owner shall monitor the
4 compliance with this Agreement by the Contractor who, through their execution of the
5 Agreement or a Letter of Assent binding them to this Agreement, together with their Sub-
6 Contractors, shall have become bound hereto.

7 2.3

8 The Parties are committed to providing an adequate supply of craft workers possessing the
9 requisite skills and training in order to provide the State of Washington a project of the
10 highest quality. Further, the parties agree to cooperate throughout the term of this
11 Agreement to develop methods to reduce WSDOT's construction and project administrative
12 costs.

13 GUIDING PRINCIPLES

14
15 In recognition of the many challenges of putting together a CWA that meets the goals of the
16 Parties and the residents of the State of Washington, the Parties have agreed to the
17 following Guiding Principles that are the fundamental basis for this negotiation:

18 The WSDOT Community Workforce Agreement will:

- 19 • Be a balanced and equitable approach for the entire State of Washington.
- 20 • Encourage inclusion, diversity and promote Minority, Small, Veteran, and Women's
21 Business Enterprise (MSVWBE) development. The Parties to this CWA, and
22 Contractors who assent to work under this CWA, acknowledge that social equity,
23 workforce diversity, and the development of local workers for construction careers
24 is important to the residents of the State of Washington. This CWA enhances
25 cooperative efforts towards those principles.
- 26 • This CWA supports access for women, veterans, persons of color and economically
27 disadvantaged persons to meaningful work on Washington State Department of
28 Transportation selected projects covered by this Agreement and also supports all
29 Contractor efforts and obligations to utilize MSVWBE firms.
- 30 • Promote programs that are pipelines to employment of individuals that lead to
31 careers for workers who have historically been disadvantaged within the
32 construction industry.
- 33 • Support the development of a skilled construction workforce through apprenticeship
34 and training organizations, particularly for individuals who are disadvantaged and or
35 underrepresented in the workforce. WSDOT supports all state registered pre-
36 apprenticeship programs in their missions to assist workers with particular
37 employment barriers.
- 38 • Be compliant with Washington State law.
- 39 • Promote the sound stewardship of public funds.

- 1 • Ensure effective and efficient labor harmony with no disruptions, strikes, or lockouts.
- 2 • Facilitate and promote fair and equitable labor standards.

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ARTICLE 3 - UNION RECOGNITION

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

11

ARTICLE 4 - SCOPE OF AGREEMENT

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4.1

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

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It is agreed that the Contractor shall require all Sub-Contractors of whatever tier who have been awarded contracts for work covered by this Agreement, to accept and be bound by the terms and conditions of this CWA by executing the Letter of Assent (Attachment 1) prior to commencing work. The Contractor shall assure compliance with this Agreement by the Sub-Contractors. It is further agreed that, if the CWA is silent on any issue the local crafts CBA shall prevail; where there is a conflict, the terms and conditions of this CWA shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except for all work performed under the National Transient Division Articles of Agreement, the National Stack/Chimney Agreement, and the National Cooling Tower Agreement. All instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Articles 14, 18 and 19 of this CWA, which shall apply to such work.

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The fabrication or assembly, off-site, of (1) electrical components which are traditionally the work of IBEW members, (2) iron/steel components (except for manufactured components such as stairs, handrails and miscellaneous iron) which are traditionally the work of the Ironworker members, (3) pre-fabrication piping, hangers and accessories(excluding catalog items) which are traditionally the work of UA members, (4) sheet metal components which are traditionally the work of SMWIA members and (5) structural/architectural systems which are traditionally the work of PNW Regional Council of Carpenter members will be performed in shops or at off-site assembly yards employing workers whose terms and conditions of employment equal or exceed those established for employees as stipulated by the CWA. Regarding off-site fabrication and assembly work, the Contractors shall be required to

1 comply with off-site fabrication or assembly provisions in applicable local collective
2 bargaining agreements, in accordance with historical craft jurisdiction.

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

6 4.2

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

- 8 a) Work of non-manual employees, including but not limited to, superintendents,
9 supervisors, assistant supervisors, staff engineer inspectors, quality control and
10 quality assurance personnel, timekeepers, mail carriers, clerks, office workers,
11 including messengers, guards, safety personnel, emergency medical and first aid
12 technicians, and other professional, engineering, administrative, community
13 relations or public affairs, environmental compliance not defined in RCW 39.12,
14 supervisory and management employees and suppliers and vendors who furnish
15 and/or deliver finished goods.
- 16 b) Furniture, fixture and equipment installers retained by the Owner to be performed
17 after building trades Sub-contractors have completed construction related work and
18 or the contract completion date.
- 19 c) Employers and their Employees controlled by the Owner.
- 20 d) Employees engaged in any work performed on or near, or leading to or into, the
21 Project Site by State, County, City or other governmental bodies, their retained
22 contractors, or by public or private utilities or their contractors, or by other public
23 agencies or their contractors.
- 24 e) Employees engaged in maintenance on leased equipment and on-site supervision
25 of such work.
- 26 f) Employees engaged in warranty functions and warranty work, and on-site
27 supervision of such work.
- 28 g) Startup, testing and commissioning personnel employed by the Contractor or the
29 Owner. Laboratory for specialty testing or inspections not ordinarily done by the
30 signatory Local Unions. Note that start-up, commissioning, test, adjust and balance
31 work is in the scope of signatory Local Unions and is not excluded.
- 32 h) All off-site manufacture of materials, equipment, or machinery except as identified in
33 Section 4.1.
- 34 i) Non-construction support services contracted by the Owner or the Contractor in
35 connection with this Project.
- 36 j) All employees, sub-consultants and agents of the design teams or any other
37 consultants of the Owner for specialty testing, architectural/engineering design and
38 other professional services.

1 4.3

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

9 4.4

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

15 4.5

16 It is understood by the parties that the Owner may at any time and in its sole discretion
17 determine to add, modify or delete project work. The provisions of this CWA shall apply to
18 the construction of the named Project, notwithstanding the provisions of local, area and/or
19 national agreements which may conflict or differ from the terms of this CWA. Where a
20 subject covered by the provisions of this CWA is also covered by a conflicting provision of
21 a collective bargaining agreement, the provisions of this CWA shall prevail.

22 4.6

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

25 4.7

26 It is agreed that all contractors, who have been awarded contracts for work covered by this
27 CWA that is bid and awarded after the effective date of this CWA, shall be required to accept
28 and to be bound by the terms and conditions of this CWA, and shall evidence their
29 acceptance by the execution of a Letter of Assent, prior to the commencement of work. A
30 signed copy of the Letter of Assent executed by the Contractor shall be immediately
31 transmitted to the signatory Local Unions prior to the dispatch of employees to the Project
32 Site.

33 4.8

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

36 4.9

37 None of the provisions of this CWA shall apply to WSDOT and nothing contained herein
38 shall be construed to prohibit WSDOT or its employees from performing their routine work
39 on the Project Site. WSDOT employees will not perform work which is covered by the terms
40 of this CWA.

41 4.10

1 It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any
2 and all portions of the Covered Work at any time.

3
4 **ARTICLE 5 - UNION REPRESENTATION**

5 5.1

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

18 5.2

19 The Unions signatory hereto shall have the right to designate a Steward for each contractor
20 signatory with that craft type, one (1) working journeyman as Steward for all related craft
21 personnel, who shall be recognized as the Union's representative for a signatory hereto.
22 Such designated Stewards shall be a qualified worker assigned to a crew and shall perform
23 the work of their craft. Under no circumstances shall there be a non-working Steward on
24 the Project.

25 5.3

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

28 5.4

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

30 5.5

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

35 5.6

36 It is recognized by the Contractor that the employee selected as Steward shall remain on
37 the job as long as there is work within the craft for which he/she is qualified, willing and able
38 to perform. The Contractor shall be notified in writing of the selection of each Steward. The
39 Contractor shall be responsible for notifying the Unions prior to terminating a Steward as
40 follows:

1 For Cause or Voluntary Quit As soon as possible after it becomes
2 known to the Contractor either by
3 telephone call or other electronic
4 means.

5 Reduction in Force Forty-eight (48) Hours prior written notice
6 5.7
7 The Steward may not cause or encourage work stoppage, and, if found guilty of instigating
8 such action, will be subject to discipline by the Contractor, and/or the Sub-contractors, up
9 to and including discharge or/and removal from the Project.

10 5.8
11 The Steward's duties shall not include hiring and termination, nor shall he/she cause any
12 interference with work progress.

13 5.9
14 The Steward shall be given the option of working all reasonable overtime within his/her craft
15 and shift providing he/she is qualified to perform the task assigned.

ARTICLE 6 - MANAGEMENT RIGHTS

16 6.1
17
18 Subject to the requirements of the Construction Contract and the terms of this CWA, the
19 Contractor and the Sub-contractors retain full and exclusive authority for the management
20 of its operations. The Contractor and the Sub-contractors shall direct their working forces
21 at their sole prerogative, including, but not limited to, hiring, promotion, transfer, lay-off
22 discipline or discharge for just cause; the selection of foremen and general foremen; the
23 assignment and scheduling of work; and, the requirement of overtime work, the
24 determination of when it will be worked and the number and identity of employees engaged
25 in such work. The promulgation of reasonable work rules shall be subject to the review of
26 the Project Administrative Committee (as described in Article 8).

27 6.2
28 No rules, customs, or practices shall be permitted or observed which limit or restrict
29 production, or limit or restrict the working efforts of employees. The Contractors and the
30 Sub-contractors may, in its sole discretion, utilize the most efficient method or techniques
31 of construction, tools, or other labor-saving devices.

32 6.3
33 The foregoing enumeration of management rights shall not be deemed to exclude other
34 functions not specifically set forth. The Contractors and the Sub-contractors therefore,
35 retain all legal rights not specifically covered by this Agreement.

36 6.4
37 Except as otherwise expressly stated in this CWA, there shall be no limitation or restriction
38 upon the Owner or the Contractor's choice of materials or design, regardless of source or
39 location upon the full use, installation and utilization of equipment, machinery, package
40 units, pre-casts, pre-fabricated, prefinished, or pre-assembled materials, tools, or other

1 labor-saving devices. The Owner or the Contractor may without restriction install or
2 otherwise use materials, supplies or equipment regardless of their source. The on-site
3 installation or application of such items shall be generally performed by the craft having
4 jurisdiction over such work. Provided, however, it is recognized that other personnel having
5 special talents or qualifications may participate in the installation, or testing of specialized
6 or unusual equipment. If there is any disagreement between the Contractor and the Union
7 concerning the manner or implementation of such device or method of work, the
8 implementation shall proceed as directed by the Contractor and the Union shall have the
9 right to grieve and/or arbitrate the dispute as set forth in Article 19 of this CWA.

10 **ARTICLE 7 - PRE-JOB CONFERENCES AND PRE-JOB PACKAGE**

11 7.1

12
13 The Contractor and the Sub-contractors at all tier levels shall be required to attend a pre-
14 job conference at least two (2) weeks prior to the commencement of construction activities
15 including any additions or expansion of the original scopes to the Construction Contract. The
16 Contractor agrees that all Sub-contractors will be required to arrange such a pre-job
17 conference through the CWA Administrator. The Contractor may attend with the Sub-
18 contractor but is not required to do so. In addition to the information developed relative to
19 the scope of work and trade craft assignments at the pre-job conference, the Contractor
20 and its Sub-contractors will present all information available regarding starting date for the
21 work, duration of job, estimated peak employment and any other conditions deemed
22 peculiar to the particular contract or subcontract. The Contractor shall provide the CWA
23 Agreement requirements and aspirational hiring goals for the Project to all Subcontractors.

24 Each Subcontractor shall submit a Pre-Job Package prior to attending a pre-job conference
25 to the Contractor who then submits it to the CWA Administrator. The Pre-Job Package
26 includes the Letter of Assent, Pre-Job Form, and if applicable the Core Worker list and
27 supporting documentation; see Article 9 - Hiring Procedures. All Contractors must submit a
28 Final Trade Assignment (FTA) to the CWA Administrator two (2) weeks after the pre-job
29 conference, and no contractor shall start work prior to submitting an FTA. The CWA
30 Administrator shall provide the FTA to the Unions through the Seattle Building Trades.

31 The Contractor shall submit the Pre-Job Package for self-performed work along with the
32 Health and Safety Plan in accordance with the Contract Documents prior to attending a Pre-
33 Job Conference with the Unions and the CWA Administrator.

34 7.2

35 The Contractor and any of its Sub-contractors who fail to attend such pre-job conference
36 prior to the commencement of work shall be considered in violation of this CWA. The
37 appropriate Union representative shall immediately notify the CWA Administrator of
38 violation. The CWA Administrator shall require the Contractor to take corrective action
39 regarding this matter.

1 **ARTICLE 8 - PROJECT ADMINISTRATIVE COMMITTEE**

2 8.1

3 Project oversight and administration shall be provided by a CWA Administrator. The CWA
4 Administrator shall either be a dedicated internal WSDOT staff member or an independent
5 third party contractor. The CWA Administrator shall be determined by WSDOT in
6 consultation with the Seattle Building and Construction Trades Council and the Northwest
7 National Construction Alliance II. The CWA Administrator's duties shall include monitoring
8 compliance and enforcement of the Agreement.

9 The parties to this CWA hereby recognize the necessity of cooperation and the elimination
10 of disputes, misunderstandings or unfair practices on the part of any Party, and to secure
11 this end, it is hereby agreed that a Project Administrative Committee (PAC) shall be
12 established to be comprised of the Contractor's representatives, the Unions party to the
13 CWA, a representative of the Building Trades Council, and the Owner's CWA Administrator
14 who shall meet at the Building Trades Council's office according to a mutually agreeable
15 monthly schedule. The PAC is tasked with addressing safety, compliance with
16 apprenticeship utilization, preferred entry, job progress and other relevant issues that will
17 affect the Project. The Contractor shall attend the PAC meetings as required, but not less
18 than once each month.

19 Representatives of Sub-contractors, at every tier level, may also be required to attend PAC
20 meetings. The CWA Administrator shall serve as the chair of the PAC. The Unions shall at
21 such meetings present facts concerning any violations of any part of the CWA by the
22 Contractors or its Sub-contractors. Additionally, the Unions agree to notify the CWA
23 Administrator upon discovery of a potential violation of this CWA. They shall also bring up
24 any practice by the Contractor or the Sub-contractors, which in their opinion might lead to
25 a misunderstanding or dispute between the Parties. The Contractor or the Sub- contractors
26 shall bring in any complaints regarding failure of any employee or employees, or of the
27 Unions to carry out any and all provisions of the CWA.

28 8.2

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

33 8.3

34 All Parties signatory to this CWA acknowledge the importance of attendance and active
35 support of the Project Administrative Committee and agree to participate in the meetings as
36 their responsibility on the Project requires.

37 8.4

38 The PAC shall meet as required, but not less than once each month, to review the operation
39 of the CWA.

40 8.5

41 The PAC shall be convened within forty-eight (48) hours on an emergency basis at the
42 request of any party to the CWA.

1 8.6

2 The Owner is a party in interest and shall be sent contemporaneous copies of all
3 notifications required under this article, and at their option, shall initiate or participate as a
4 full party in any proceeding initiated under this Article.

5 **ARTICLE 9 - HIRING PROCEDURES**

6 9.1

7 It is agreed that affirmative action shall be taken to afford equal employment opportunity to
8 all qualified persons without regard to race, creed, color, sex, age, marital status, religion,
9 sexual orientation, ancestry, veteran status, disability or national origin. This shall be
10 applicable to all matters relating to hiring, training, promotion, transfer or termination of
11 employees. Furthermore, the parties agree to cooperate to the fullest extent to achieve the
12 intent and purpose of the applicable regulations of Title VII, the Civil Rights Act of 1964, and
13 Executive Order No. 11246, or such laws or Executive Orders as may supersede them.
14 Subject to the terms and conditions herein, to the extent the Contractor and its Sub-
15 contractors, despite reasonable efforts, are unable to meet the objectives and requirements
16 set forth in this Article through use of craft employees represented by any Union signatory,
17 the Contractor and its Sub-contractors shall be allowed to recruit from any other source.

18 No employee covered by this CWA shall be required to join any Union as a condition of
19 being employed on the Project; provided, however, that an employee who is a member of
20 the referring Union at the time of the referral shall maintain that membership while employed
21 under the CWA. All employees shall, however, be required to comply with the Union security
22 provision of the applicable CBA, for the period during which they are performing Covered
23 Work, except as modified by this CWA. The Contractor agrees to deduct Union dues or
24 representation fees, whichever is applicable, from the pay of any employee who executes
25 a voluntary authorization for such deductions and to remit the dues to the Union or Council.

26 9.2

27 In accordance with the Construction Contract, the Contractor shall provide qualified and
28 competent employees to manage and perform the Contract Work. The Contractor has the
29 right to determine the competency of all employees, the number of employees required and
30 shall have the sole responsibility for selecting employees to be laid off, consistent with
31 Article 6.

32 9.3

33 For Local Unions having a job referral system, the Contractor agrees to comply with such
34 system and it shall be used exclusively by the Contractor and Sub-contractors. Such job
35 referral system will be operated, as set forth herein, in a nondiscriminatory manner and in
36 full compliance with federal, state, and local laws and regulations which require equal
37 employment opportunities and nondiscrimination, and referrals shall not be affected by
38 obligations of Union membership or the lack thereof.

39 The Contractor may reject any referral for any lawful nondiscriminatory reason, provided
40 it complies with Article 10.8 regarding reporting pay. Upon referral or dispatch from a Union,
41 "turnaround" or refusal of any worker by the Contractor or Sub-contractors, requires written
42 explanation from the Contractor that shall be communicated from the Contractor to the CWA
43 Administrator and the affected Union within forty-eight (48) hours.

1 9.4

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

8 9.5

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

11 9.6

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

14 9.7

15 The Parties recognize the Owner's commitment to provide opportunities to participate on
16 the Project to business entities, which may not have previously had a relationship with the
17 Unions signatory to this CWA. To ensure that such entities will have an opportunity to
18 employ their core ("Core") employees on this Project, the Parties agree that in those
19 situations where any Contractor or Sub-contractor, not a party to a current collective
20 bargaining agreement with the signatory Union having jurisdiction over the affected work is
21 selected to perform Covered Work, such Contractor or Sub-Contractor, may request by
22 name, and the Local will honor, up to a maximum of three (3) designated Core employees,
23 provided that the contractor first demonstrate that those persons possess the following
24 qualifications:

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

32 9.8

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

- 34 a) The Contractor or any Sub-contractor may request by name, and the Union will
35 honor by referral, up to a maximum of three (3) designated Core employees per
36 contractor on an alternating basis with the Contractor or its Sub-contractors
37 selecting first:
 - 38 • Core Employee

- 1 • Union Referral
- 2 • Core Employee
- 3 • Union Referral
- 4 • Core Employee
- 5 • Union Referral

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

- 7 b) It is agreed that Contractors or Sub-contractors requesting Core employees may in
8 addition also request up to two (2) registered apprentices enrolled in a WSATC
9 program, including, but not limited to the Construction Industry Training Council
10 (CITC) program for dispatch to the Project if they have been employed by the
11 contractor for at least the previous sixty (60) days, provided that the ratio of
12 apprentices to journey level workers is in compliance with the applicable
13 apprenticeship program standards.
- 14 c) The Contractor and Subcontractors shall request all craft workers from Union hiring
15 halls for dispatch using applicable local Union dispatch procedure and forms. Core
16 employees of Contractors or Subcontractors which may not currently have had a
17 relationship with the Unions signatory to this CWA are also required to be
18 dispatched from Union hiring halls.
- 19 d) It is agreed that specific terms and conditions governing hiring and assignment of
20 Union workers in supplement to small Contractor's or Sub-contractor's existing
21 Core employees (who would be displaced by the local referral procedure) may
22 be negotiated jointly by the Contractor or Sub-contractor and applicable local Union.
- 23 e) For the duration of the Contractor's or Sub-contractor's work, the ratio of Core
24 employees to hiring hall referrals shall be maintained and when the Contractor's or
25 Sub-contractor's workforce is reduced, employees shall be reduced in the same ratio
26 as was applied in the initial hiring.
- 27 f) The Contractor and any Sub-contractors attempting to circumvent the hiring
28 provisions of this CWA by misclassifying any of its employees as supervisors or
29 foremen shall forfeit their right to employ Core employees on this Project.
- 30 g) No Core employee covered by this CWA shall be required to join any Union as a
31 condition of being employed on the Project; provided, however, that an employee
32 who is a member of the referring Union at the time of the referral shall maintain
33 that membership in good standing while employed under the CWA. All Core
34 employees not currently a member of the appropriate Union signatory to this CWA
35 shall, however, be required to pay a representational fee equal to 94% of the regular
36 dues of the appropriate Union, for the period during which they are performing on-
37 site work. The Contractor or Sub-contractor agrees to deduct Union dues or
38 representation fees, whichever is applicable, from the pay of any employee who
39 executes a voluntary authorization for such deductions and to remit the dues or fees
40 to the Union(s).

1 h) Contractors and Sub-contractors are responsible for honoring Union dues or
2 representation fees check-off (for Union members and Core employees) and will
3 remit the funds appropriately. The Contractor and Sub-contractor will contribute to
4 the appropriate joint labor/management employee craft benefit trust fund(s) as set
5 forth in the applicable collective bargaining unit agreement.

6 9.10

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

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

13 10.1 Hours of Work

14 Eight (8) hours shall constitute a standard work day. Five (5) days, Monday through Friday,
15 shall constitute a standard work week. Standard shift workdays shall be worked between
16 the hours of 6:00 a.m. to 6:00 p.m. Monday through Friday for first shift with one-half hour
17 unpaid lunch period. The Contractor may vary the start time to take advantage of daylight
18 hours, weather conditions or shifts, to permit an even and manageable flow of workers to
19 the jobsite, to accommodate Project constrains, or to comply with local permit conditions.
20 Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day
21 or forty (40) hours per week. The Contractor shall provide notification of change in hours of
22 work to the Unions in writing five (5) days prior to implementation. Work hours shall be
23 uniform for all crafts.

24 10.2 4/10 Work Schedule

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

30 10.3 Lunch and Break Periods

31 The Contractor and its Sub-contractors will schedule an unpaid meal period of one-half (1/2)
32 hour's duration at the work location approximately at the midpoint of the scheduled work
33 shift.

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

39 2. Employees required to work more than two (2) hours after the end of the regular
40 eight (8) hour shift or one (1) hour after the end of the regular 4/10 schedule, ten
41 (10) hour shift shall be furnished a meal and paid one-half (1/2) hour at the
42 applicable wage rate and every five (5) hours thereafter, employees shall be given
43 time for a meal. Mealtime shall be paid at the regular overtime rate and adequate

1 lunch be provided by the Employer at the Project Site. By mutual agreement between
2 the Union and the Contractor an additional hour of overtime pay may be provided
3 in lieu of above.

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

6 10.4 Shifts

7 All shift work shall refer to the local applicable collective bargaining agreement.

8 10.5 Overtime

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

19 10.6 Holidays

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

28 10.7

29 It will not be a violation of the CWA when the Contractor or Owner considers it necessary
30 to shut down the Project in whole or in part to avoid the possible loss of human life because
31 of an emergency situation that could endanger the life and safety of an employee. In such
32 cases, employees will be compensated only for the actual time worked. In the case of a
33 situation described above whereby the Contractor or the Sub-contractors request
34 employees to stand by, the employees will be compensated for the stand by time as per the
35 provisions of Article 10.8(a).

36 10.8 Reporting Time (Show-Up Time)

- 37 a) Reporting Pay. Employees reporting for work and for whom no work is provided,
38 except when given notification at least two (2) hours prior not to report to work,
39 shall receive two (2) hours pay at the regular straight-time hourly rate. Employees
40 who are directed to start work shall receive four (4) hours pay at the regular straight
41 time hourly rate. Employees who work beyond four (4) hours, shall be paid for
42 actual hours worked. Whenever reporting pay is provided for employees, they may
43 be required to remain at the Project Site available for work for such time as they

1 receive pay, unless released earlier by their supervisor. Each employee shall furnish
2 his/her Contractor with his/her current address and telephone number, and shall
3 promptly report any changes in each to the Contractor. When an employee is
4 sent to the jobsite from the Union referral facility in response to a request from
5 the Contractor for an employee for one (1) day and starts work at the designated
6 starting time for his/her shift, the employee will be paid a minimum of eight (8) hours
7 for that day.

8 b) Make-up Day. If the Project is shut down by the Contractor and the employees are
9 unable to perform work for forty (40) hours in any work week due to weather
10 or other conditions over which the Contractor has no control, the Contractor(s)
11 may, to the extent permitted by the applicable prevailing wage law, schedule a
12 make-up day (Saturday for 5/8 schedule; Friday or Monday for 4/10 schedule). All
13 hours worked on a make-up day to complete the forty (40) hours for the standard
14 workweek shall be paid at the straight time rate of pay. Any hours in excess of
15 the standard workweek worked on Saturday shall be paid at time and one-half the
16 straight time rate of pay. For make-up day work, the full crew must be scheduled.
17 The make-up day may not be utilized on an individual employee basis or to make
18 up holidays. Make-up days are voluntary and should a crew member decline the
19 make- up day's work, the Contractor may select a member of another crew as a
20 replacement, or allow the crew to work without the regular crew member. All make-
21 up day work will be scheduled for a full work day.

22 c) Discharge Departure. When an employee leaves the job or work location of his/her
23 own volition or is discharged for cause or is not working as a result of any
24 contractor's invocation of Article 10.7, the employee shall be paid only for actual
25 time worked.

26 d) Premium Rate Day. In all cases, if the employee is reporting on a day on which an
27 overtime rate is paid, reporting pay shall be calculated at that rate.

28 **ARTICLE 11 - APPRENTICESHIP**

29 11.1

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

37 11.2 Apprenticeship Requirements and Utilization Goals

38 The Contractor shall ensure that no less than twenty (20%) percent of the total Contract
39 labor hours utilized, per craft, on the Project are performed by Apprentices registered with
40 the Washington State Apprenticeship and Training Council (WSATC).

41 Consistent with any restrictions contained in applicable state or federal law and regulations,
42 including those governing equal employment opportunity, prevailing wage and
43 apprenticeship requirements and limitations, the Parties will jointly use Best Efforts, to meet
44 or exceed the following Project requirement for apprenticeship utilization:

- 1 a) The Contractor and the Sub-contractors at all tier levels shall be required to make
 2 Best Efforts to achieve a requirement of twenty (20%) of all labor hours to be
 3 performed by apprentices on their particular contract or subcontract.
- 4 b) "Best Efforts" means the strongest possible efforts that the Contractor and its Sub-
 5 contractors can reasonably make to meet the established apprentice requirement
 6 and hiring goals.
- 7 c) The following identifies the aspirational hiring goals for minorities and women based
 8 on the total Apprentice Utilization Requirement percentage for this Project:

Minorities	21%
Women	12%

9

10 11.3 Development of a Skilled Construction Workforce

11 WSDOT supports the development of a skilled construction workforce through appropriate
 12 apprenticeship and training organizations, particularly for minorities, women, Priority
 13 Workers and others facing significant employment barriers. WSDOT also supports pre-
 14 apprenticeship programs such as Seattle Vocational Institute Pre-Apprenticeship
 15 Construction Training program (PACT), Washington Building Trades Pre- Apprenticeship
 16 Construction Education (PACE) program, Apprenticeship and Nontraditional Employment
 17 for Women(ANEW), YouthBuild, Pacific Northwest Ironworkers Pre-Apprenticeship, TERO
 18 Vocational Training Center (TVTC), Trades Related Apprenticeship Coaching Program
 19 (TRAC), Cement Masons Pre-Apprenticeship Program, and Helmets to Hard Hats in their
 20 goals to assist workers with particular barriers.

21 11.4 Apprentice Utilization Plan

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

28 The first month following issue of the Notice to Proceed and until the Contractor obtains
 29 written Final Acceptance from the Owner, the Contractor shall submit a monthly report for
 30 its self and all Sub-contractors and suppliers to WSDOT's online database on the numbers
 31 of apprentices and journey workers used by craft and trade at each tier and level of work.

32 11.5 Support for Pre-Apprenticeship through Preferred Entry

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

38 The Preferred Entry program, as defined by this Agreement will identify individuals,
 39 especially women, minorities, and disadvantaged youth, who are compliant with the entry
 40 standards for WSATC apprenticeship programs that allow for preferred entry of qualified

1 applicants into their programs. Preferred Entry candidates shall be placed with contractors
2 working on the Project utilizing an interview process, as first period apprentices. The
3 purpose of this program is to facilitate a workforce reflective of the population of Washington
4 State, supporting goals of workforce inclusiveness.

5 Overall the Contractor must demonstrate how one (1) of each five (5) Apprentices will come
6 from a State recognized Pre-Apprenticeship programs.

7 The Contractor shall ensure compliance with the preferred entry requirement that one
8 (1) of every five (5) Apprentices on the Project is from a recognized pre-apprentice training
9 program and receive preferred entry into apprenticeship and onto covered Projects per the
10 processes outline in this Article 11. Preferred entry candidates must meet all of the following
11 qualifications to be counted toward the preferred entry requirement:

- 12 1. Graduate of a recognized pre-apprentice training program as defined in this CWA
13 Agreement or Helmets to Hardhats referral; and
- 14 2. Be employed at least 700 hours on the Project.

15 Contractors agree to hire preferred entry apprentices as early as possible in the Project.

16 If preferred entry apprentices are available, Contractors shall first proceed with the hiring
17 process, as described in Article 9, and provide appropriate documentation to the CWA
18 Administrator.

19 The Owner, Unions and Contractors recognize Preferred Entry Apprentices that are within
20 the first two steps and/or years of their apprenticeship program. If a Preferred Entry
21 apprentice leaves, Contractors will make an effort to replace that apprentice with another
22 from the Preferred Entry program.

23 Identification and selection of qualified applicants shall include the Contractor(s), where
24 candidates have been proposed by Contractors and the individual apprenticeship program's
25 designated representative. The final selection decision will be the responsibility of the Joint
26 Apprenticeship Training Committee (JATC).

27 **ARTICLE 12 - HELMETS TO HARDHATS**

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

36 The Unions and Contractors agree to coordinate with the Center and other appropriate
37 veteran referral sources, to create and maintain an integrated database of veterans
38 interested in working on this Project and of apprenticeship and employment opportunities
39 for this Project. To the extent permitted by law, the Unions will give credit to such veterans
40 for bona fide, provable past experience.

1 **ARTICLE 13 - PAYDAY**

2 13.1

3 All employees covered by this CWA shall be paid by check and/or direct deposit and shall
4 be paid according to the applicable craft's CBA. Paychecks shall be drawn on a local bank,
5 or the Contractors shall make local check- cashing facilities available to the employees. No
6 more than five (5) days' wages may be withheld. Any employee who is discharged or laid
7 off shall be entitled to receive all accrued wages immediately upon discharge or layoff.
8 Notification of layoff shall be at the Contractor's discretion but shall not be given later than
9 the end of the work shift on the date the layoff is to be effective.

10 13.2

11 A penalty for a delinquent paycheck shall be paid, in addition to all wages due to the
12 employee, according to the applicable craft's CBA.

13 **ARTICLE 14 - CRAFT JURISDICTION AND JURISDICTIONAL DISPUTES**
14 **ADJUSTMENT**

15 14.1

16 The assignment of work will be solely the responsibility of the Contractor performing the
17 work involved; and such work assignments will be in accordance with The Plan for the
18 Settlement of Jurisdictional Disputes in the Construction Industry (The Plan) or any
19 successor plan. (Exhibit 1)

20 14.2

21 All jurisdictional disputes on this Project shall be settled and adjusted according to The Plan
22 established by the Building and Construction Trades Department or any other plan or
23 method of procedure that may be adopted in the future by the Building and Construction
24 Trades Department. Decisions rendered shall be final, binding and conclusive on the
25 Contractors and Unions parties to this CWA. Written notification and a copy of the decision
26 shall be provided to the Owner.

27 14.3

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

32 14.4

33 Each Contractor will be required to conduct a pre-job conference, coordinated by the CWA
34 Administrator, with the Building and Construction Trades Council prior to the initial
35 commencement of work, and on an as needed basis for projects with multiple phases and/or
36 start dates. The purpose of this pre-job conference is to promote communication and
37 provide the parties an opportunity to review the work prior to the start of construction. The
38 Contractors will be advised in advance of all such conferences and shall participate.

39 14.5

40 Any award or resolution made pursuant to this procedure, shall be final and binding on the
41 disputing Unions and the involved Contractor under this CWA only, and may be enforced

1 in any court of competent jurisdiction in accordance with the Plan. Such award or resolution
2 shall not establish a precedent on any construction work not covered by this CWA. In all
3 disputes under this Article, the Contractor shall be considered a party in interest.

4 **ARTICLE 15 - WORK RULES**

5 15.1

6 Employment begins and ends at the jobsite.

7 15.2

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

13 15.3

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

20 15.4

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

27 15.5

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

29 15.6

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

32 15.7

33 The Owner or the Contractor(s) may establish reasonable Project rules, as they deem
34 appropriate and not inconsistent with this Agreement, however, such rules shall be subject
35 to review by the PAC. These rules will be explained at the pre-job conference and posted
36 at the Project Site by the Contractor(s) and may be amended thereafter as necessary.
37 Failure to observe these rules and regulations by any employee may be grounds for
38 discipline, including discharge.

39 15.8

1 Parking at or near the jobsite within three (3) city blocks or one thousand (1,000) feet will
2 be provided to the workers at no cost.

3 • If parking cannot be provided within three (3) city blocks or one thousand (1,000)
4 feet, transportation between the parking area and the jobsite shall be provided by
5 the contractor with the employees going in on their time and out on the Contractor's
6 time.

7 • If the transportation time exceeds fifteen (15) minutes each way the time shall be
8 compensable.

9 • Parking shall be reimbursed if workers are required to park in a private lot.

10 **ARTICLE 16 - MISCELLANEOUS PROVISIONS**

11 16.1

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

15 16.2

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

19 16.3

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

24 16.4

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

27 16.5

28 In the interest of the future of the construction industry in the State of Washington, of which
29 labor is a vital part, and to maintain the most efficient and competitive posture possible, the
30 Unions pledge to work with management on this Project to produce the most efficient
31 utilization of labor and equipment in accordance with this CWA.

32

ARTICLE 17 - SAFETY, HEALTH AND SANITATION

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17.1

The Contractor, its Sub-contractors and the Unions signatory to this Agreement will form a Joint Labor/Management Safety Committee that shall be incorporated into the PAC. At this meeting, reports will be given on safety programs instituted by the Contractor and the Sub-contractors on the Project Site and to discuss and advise such parties of the CWA with regard to recommended safety programs and procedures in order to maintain the highest level of occupational safety possible on the Project Site.

17.2

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

17.3

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

17.4

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

17.5

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

17.6

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

ARTICLE 18 - NO STRIKE - NO LOCKOUT

18.1

During the term of this CWA there shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason by the Unions and/or Local Unions or by any employee, and there shall be no lockout by the Contractor. Failure of any Union, Local Union or employee to cross any picket line established at the Project Site is a violation of this Article.

18.2

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

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18.3

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

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

18.4

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

18.5

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

18.6

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

- a) The Party invoking this procedure shall request a list of seven (7) arbitrators from FMCS. The Parties will select an arbitrator from the list by each Party alternately striking a name from the list until one name remains.. The Party invoking this procedure is responsible for notifying the selected Arbitrator of his appointment using the most expeditious means available, with notice by facsimile, email or any other effective written means, to the Party alleged to be in violation and the International Union President and/or Local Union.
- b) Upon receipt of said notice, the Arbitrator shall set and hold a hearing within twenty-four (24) hours if it is contended the violation still exists.
- c) The Arbitrator shall notify the Parties by email, facsimile, or any other effective written means, of the place and time chosen for this hearing. Said hearing shall be completed in one session. A failure of any Party or Parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.
- d) The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The award shall be issued in writing within three (3) hours after

1 the end of the hearing, and may be issued without an Opinion. If any Party desires
2 an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not
3 delay compliance with, or enforcement of the award. The Arbitrator may order
4 cessation of the violation of this Article, and such Award shall be served on all
5 Parties by hand or registered mail upon issuance.

6 e) Such award may be enforced by any court of competent jurisdiction upon the filing
7 of this CWA and all other relevant documents referred to herein above in the
8 following manner. Facsimile or expedited mail or personal service of the filing of
9 such enforcement proceedings shall be given to the other Party.

10 f) In the proceeding to obtain a temporary order enforcing the Arbitrator's award as
11 issued under Section 6 of this Article, all Parties waive the right to a hearing and
12 agree that such proceedings may be ex parte. Such agreement does not waive any
13 Party's right to participate in a hearing for a final order of enforcement. The Court's
14 order or orders enforcing the Arbitrator's Award shall be served on all Parties by
15 hand or by delivery to their last known address by registered mail.

16

17 g) Any rights created by statute or law governing arbitration proceedings inconsistent
18 with the above procedure, or which interfere with compliance therewith, are hereby
19 waived by the Parties to whom they accrue.

20 h) The fees and expenses of the Arbitrator shall be borne by the Party or Parties found
21 in violation, or in the event no violation is found, such fees and expenses shall be
22 borne by the moving Party.

23 i) If the Arbitrator determines that a work stoppage has occurred in accordance with
24 Section 18.6 d above, the Party or Parties found to be in violation shall pay as
25 liquidated damages the following amounts: For the first shift in which the violation
26 occurred, \$10,000; for the second shift, \$10,000; for the third shift, \$10,000; for
27 each shift thereafter on which the craft has not returned to work, \$10,000 per shift.
28 The specific damages in this Section shall be paid to the Owner. The Arbitrator shall
29 retain jurisdiction to determine compliance with this Section and Article.

30 18.7

31 The procedures contained in Section 18.6 shall be applicable to violations of this Article.
32 Disputes alleging violation of any other provision of this CWA, including any underlying
33 disputes alleged to be in justification, explanation or mitigation of any violation of this Article,
34 shall be resolved under the grievance adjudication procedures of Article 19 Grievance
35 Procedure.

36 18.8

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

41 **ARTICLE 19 - GRIEVANCE PROCEDURE**

1 19.1

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

6 19.2

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

11 19.3

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

15 a) Step 1. When any employee subject to the provisions of this CWA feels they have
16 been aggrieved by a violation of this CWA, through their local Union business
17 representative or job steward, shall, within ten (10) working days after receiving
18 notice of the occurrence of the violation, give notice to the work-site representative
19 of the involved Contractor stating the provision(s) alleged to have been violated.
20 The business representative of the local Union or the job steward and the work-site
21 representative of the involved Contractor shall meet and endeavor to adjust the
22 matter within three (3) working days after timely notice has been given. The
23 representative of the Contractor shall keep the meeting minutes and shall respond
24 to the Union representative in writing at the conclusion of the meeting but not later
25 than twenty-four (24) hours thereafter. If they fail to resolve the matter within the
26 prescribed period, the grieving party may, within forty-eight (48) hours thereafter,
27 pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to
28 writing, setting forth the relevant information concerning the alleged grievance,
29 including a short description thereof, the date on which the grievance occurred,
30 and the provision(s) of the CWA alleged to have been violated. Should the Local
31 Union(s) or any Contractor(s) have a dispute with the other party and, if after
32 conferring, a settlement is not reached within three (3) working days, the dispute
33 may be reduced to writing and proceed to Step 2 in the same manner as outlined
34 herein for the adjustment of an employee complaint.

35 b) Step 2. The International Union Representative or designee and the involved
36 Contractor(s) shall meet within seven (7) working days of the referral of a dispute to
37 this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall
38 be kept by the Contractor. If the parties fail to reach an agreement, the dispute
39 may be appealed in writing in accordance with the provisions of Step 3 within seven
40 (7) working days thereafter.

41 c) Step 3. If the grievance has been submitted but not adjusted under Step 2, either
42 Party may request in writing, within seven (7) working days thereafter that the
43 grievance be submitted to a mutually agreed upon Arbitrator. If the parties are unable
44 to agree on an Arbitrator, then they shall request a list of seven (7) arbitrators from FMCS.
45 The Parties will select an arbitrator from the list by each party alternately striking a name

1 from the list until one name remains. The decision of the Arbitrator shall be final and
2 binding on all Parties. The fee and expenses of such Arbitration shall be borne
3 equally by the Contractor(s) and the involved Local Union(s). Failure of the grieving
4 party to adhere to the time limits established herein shall render the grievance null
5 and void. The time limits established herein may be extended only by written
6 consent of the parties involved at the particular step where the extension is agreed
7 upon. The Arbitrator shall have the authority to make decisions only on issues
8 presented, and shall not have authority to change, amend, add to or detract from
9 any of the provisions of this CWA.

10 19.4

11 The Owner and Contractor shall be notified of all actions at Steps 2 and 3 and shall, upon
12 their request, be permitted to participate in all proceedings at these steps.

13 **ARTICLE 20 - GENERAL SAVINGS CLAUSE**

14 20.1

15 If any article or provisions of this Agreement shall be declared invalid, inoperative or
16 unenforceable by any competent authority of the executive, legislative, judicial or
17 administrative branch of the Federal or any State government (including such authorities as
18 established within Project enabling legislation referred to under Article 1 within this
19 Agreement), the Contractors and the Union shall suspend the operation of such article or
20 provision during the period of its invalidity and shall substitute, by mutual consent in its place
21 and seal an article or provision which will meet the objections to its validity and which will
22 be in accord with the intent and purpose of the article or provision in question.

23 20.2

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

29 **ARTICLE 21 - TERMS OF AGREEMENT**

30 21.1

31 This Project Labor Agreement shall become effective upon execution, and shall continue
32 only until the Project is completed or abandoned by the Owner, or by the Contractors for
33 the Project.

34 21.2

35 a) Turnover. Construction of any phase, portion, section or segment of the Project
36 shall be deemed complete when such phase, portion, section or segments has
37 been turned over to the Owner by the Contractor(s) and the Owner has accepted
38 such phase, portion, section or segment. As areas and systems of the Project are
39 inspected and construction tested and/or approved by the Owner, the Agreement
40 shall have no further force or effect on such items or areas, except when a Sub-
41 contractor is directed by the Contractor(s) or the Owner to engage in repairs or
42 modifications required by its contract(s) with the Owner.

1 b) Notice. Written notice of each final acceptance received by the Contractor(s) will be
2 provided to the Building Trades Council(s) with a description of what portion,
3 segment, etc. has been accepted. Final acceptance may be subject to a "punch
4 list," and in such case, the Agreement will continue to apply to each such item on
5 the list until it is completed to the satisfaction of the Owner and a letter of
6 completion/Final Acceptance is given by the Owner to the Contractor(s). A copy of
7 the "punch list" will be available to the Unions.

8 c) Termination. Final termination of all obligations, rights and liabilities and
9 disagreements shall occur upon receipt by the Building Trades Council(s) of a
10 written notice from the Owner or Contractor(s) saying that no work remains within
11 the scope of the Agreement for the Contractor(s) or their successor(s).

12 21.3

13 The Parties may mutually agree to amendments or modification of this agreement, in the
14 following specific areas:

- 15 • Priority Hire
- 16 • Bona Fide Benefit Programs

17 **ARTICLE 22 - WAGE SCALES AND FRINGE BENEFITS**

18 22.1

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

22 22.2

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

29 The Contractor is responsible for assigning the appropriate classification to all laborers,
30 workers or mechanics that perform any work under this Agreement, in conformance with
31 the scope of work descriptions established by the Industrial Statistician of the Washington
32 State Department of Labor and Industries (L&I) and subject to Jurisdictional Disputes
33 processes provided in this Agreement. See Article 14 - Craft Jurisdiction and Jurisdictional
34 Disputes Adjustment and Article 19 – Grievance Procedures, where applicable.

35 22.3

36 The Contractor(s) and its Sub-contractors will recognize the applicable Federal and/or State
37 Prevailing Wage Rate Determinations as the minimum rates to be paid to all craft
38 employees, including general foreman, foreman and apprentices during the life of the
39 Project. Further, the Contractor(s) and its Sub-contractors will recognize all changes of
40 wages and fringes on the effective date(s) of the individual craft local collective bargaining

1 agreement. It is further agreed that any retroactive increases will be recognized provided it
2 is part of the negotiated settlement.

3 22.4

4 The current Washington state prevailing wage rates (PWR) for the inception of this Project
5 are dated as the date of the issuance of the RFP. Such PWR which have been provided to
6 the parties hereto by the industrial statistician of the Washington State Department of Labor
7 and Industries will be available for review at the L&I website and are incorporated into this
8 Agreement as if set forth herein.

9 22.5

10 In case any dispute arises as to what are the prevailing rates of wages for work of a similar
11 nature and such dispute cannot be adjusted by the parties in interest, including labor and
12 management representatives the matter shall be referred for determination to the Director
13 of The Department of Labor And Industries of the State of Washington.

14 The Contractor and all subcontractors are required to pay into an appropriate joint
15 labor/management employee benefit trust(s) ("Trust Fund"), regardless if they participate in
16 an employer sponsored benefit plan(s). Contractor and Subcontractors are required to
17 complete trust documents and submit the documents to the Trust Fund for each worker and
18 to pay into the Trust Fund as required by that Trust Fund's schedule.

19 If any Subcontractor does not pay into the Trust Fund, the Union may provide notice to the
20 Contractor and the CWA Administrator in the form of a grievance or other communication.

21 a) If after ten (10) business days from such notice, delinquencies remain unpaid, the
22 Contractor (if different) shall withhold an amount to cover the delinquency from any
23 unpaid funds otherwise due and owing to the delinquent subcontractor and shall not
24 release such withholding until the delinquent Subcontractor is in compliance.

25 b) The delinquent Subcontractor, and the Contractor (if different), by mutual
26 agreement, may identify other agreeable solutions that assure timely payment to the
27 Trust Fund. If the delinquent amounts are undisputed in whole or in part between
28 the Trust Fund and the delinquent Subcontractor, the Contractor (if different) shall
29 issue a joint check to the Trust Fund with the Subcontractor named in the amount
30 of the undisputed delinquency.

31 22.6

32 Copies of the Trust Agreements are available upon request.

33 **ARTICLE 23 - DRUG FREE WORKPLACE**

34 23.1

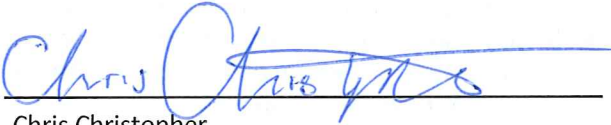
35 The parties to this CWA agree that the Contractor shall implement a Drug Free Workplace
36 Policy and Program for the duration of this CWA. Prior to any implementation, the
37 Policy and Program shall be provided to the PAC for review and mutual approval by the
parties.

1
2
3 **WSDOT ENDORSEMENT**
4

5 The authorized signature by the undersigned affirms the approval of this Agreement by WSDOT and its adoption
6 of this Agreement as a bid specification for contracts covering all work within the scope of this Agreement.
7

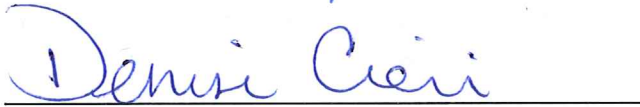
8 **FOR THE PARTIES:**

9 Washington State Department of Transportation:

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11
12
13 
14
15

16 Chris Christopher
17 Director of Construction Division, State Construction Engineer

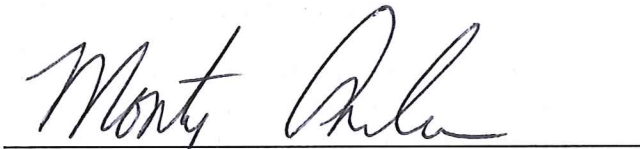
18 Signature Date: 4/25/18
19

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21
22 
23

24 Denise Cieri
25 Director, SR 520 Bridge Replacement Program

26 Signature Date: 4-24-18
27
28

29 Seattle Building & Construction Trades Council:

30
31
32
33
34 
35

36 Monty Anderson
37 Executive Secretary

38 Signature Date: 4-10-18
39

40
41 Northwest National Construction Alliance II:

42
43
44
45
46 
47

48 Dan Hutchins
49 Contract Administrator

50 Signature Date: 4-10-18

Heat & Frost Insulators & Allied Workers Local 7

Signature: Todd Mitchell

Todd Mitchell
Business Manager

Bricklayers & Allied Craft Workers Local 2

Signature: Benny Wright

Benny Wright
Business Manager

Boilermakers Local 502

Signature: Tracey Eixenberger

Tracey Eixenberger
Business Manager

Cement Masons & Plasterers Local 528

Signature: Eric Coffelt

Eric Coffelt
Business Manager

IBEW Local 46

Signature: Bud Allbery

Bud Allbery
Business Manager

IUPAT District Council 5

Signature: Denis Sullivan

Denis Sullivan
Business Manager

Elevator Constructors Local 19

Signature: Patrick Strafer

Patrick Strafer
Business Manager

UA Plumbers & Pipefitters Local 32

Signature: Jeffery Owen

Jeffery Owen
Business Manager

Iron Workers Local 86

Signature: Chris McClain

Chris McClain
Business Manager

Roofers Local 54

Signature: Steve Hurley

Steve Hurley
Business Manager

Laborers Local 242

Signature: 

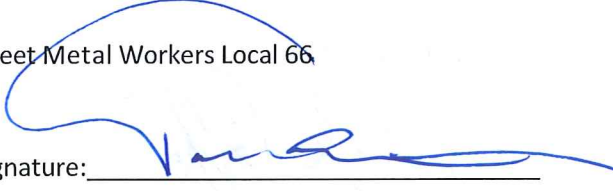
Dale Cannon
Business Manager

Sprinkler Fitters Local 699

Signature: 

Stanton Bonnell
Business Manager

Sheet Metal Workers Local 66

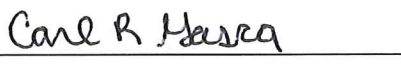
Signature: 

Tim Carter
Business Manager

Operating Engineers Local 302

Signature: 

Teamsters Local 174

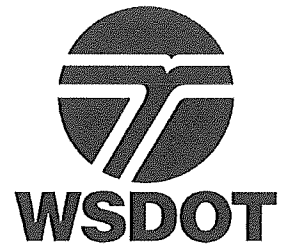
Signature: 

Rick Hicks
Business Manager





LETTER OF ASSENT FOR THE



The undersigned, as a Contractor(s) or Subcontractor(s) on a Contract which is part of the

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, 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.

Estimated Start Date	Estimated end date
UBI Number	Print Name and Title
Phone Number	Contractor/Company name
General Contractor	Subcontractor to (if applicable)
Jobsite Address	Billing Address
Date	Signature of Authorized Representative

1 Exhibit 1: The Plan for the Settlement of Jurisdictional Disputes

2

1 1 Mechanical Contractors Association, National Constructors Association, National Electrical Contractors Association, National Erectors
2 Association, and Sheet Metal and Air Conditioning Contractors National Association.
3 2 An employer may stipulate to the Plan by the terms of a collective bargaining agreement, signing a separate form, or by membership
4 in an employers' association which binds its members to the Plan.
5 3 The criteria utilized by Plan arbitrators in rendering decisions are: 1) whether a previous decision or agreement of record between the
6 parties to the dispute governs; 2) if not, whether there is an applicable agreement between the crafts governing the case; and 3) if not,
7 the arbitrator then considers the established trade practice and prevailing practice in the locality. In addition, the Plan provides that
8 because efficiency, cost or continuity and good management are essential to the well-being of the industry, the arbitrator shall not ignore
9 the interest of the consumer or the past practice of the employer.
10
11 A third type of dispute processed under the Plan involves changes in original assignment. Under the Plan, a contractor may not change an
12 assignment of work from one craft to another unless directed by a Plan arbitrator or there is agreement between the crafts involved. The
13 Administrator decides all original assignment questions. The sole issue is whether there has been a change in assignment, not whether the
14 assignment was correct. Any party may appeal an original assignment determination of the Administrator to a Plan arbitrator.

