# PROJECT LABOR AGREEMENT FOR Mariners Stadium Improvement Projects

**BY AND BETWEEN** 

SKANSKA

**AND** 

SEATTLE - KING COUNTY
BUILDING AND CONSTRUCTION
TRADES COUNCIL AND THE
NORTHWEST NATIONAL CONSTRUCTION ALLIANCE
II AND THE
CRAFT UNIONS & DISTRICT
COUNCILS SIGNATORY TO THIS
AGREEMENT

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#### PROJECT LABOR AGREEMENT

#### **PREAMBLE**

This Agreement is entered into by and between **Skanska**, the General Contractor (hereinafter "General Contractor") selected by the **Mariners**, (hereinafter "Owner") and the signatory subcontractors for the construction of the Mariners Stadium Improvement Projects (hereinafter "Project") (collectively hereinafter "Employers") and the Seattle - King County Building and Construction Trades Council, the Northwest National Construction Alliance II (hereinafter "Council") and the Local Unions and District Councils signatory to this Agreement and having members employed on the project (collectively hereinafter "Unions").

## ARTICLE 1 PURPOSE

- 1.1. The purpose of this Agreement is to ensure that all work on this Project shall proceed continuously and without interruption.
- 1.2. It is the objective of the parties that the construction of this Project may be a benefit to the Owner, the General Contractor, the Employers, the Unions, and the community and it is recognized by all parties that harmonious labor-management relations are the result of responsible conduct by the Unions and the Employers employing building trades people, and it is our mutual desire to promote these relationships on this Project.
- 1.3. The parties hereby agree and do establish and put into practice effective and binding methods for the settlement of all misunderstandings, disputes or grievances that may arise so that the parties are assured of complete continuity of operation, without slowdown or interruption of any kind or for any reason and that labor-management peace is maintained for the life of this construction project, except as provided in section 7.4., below.
- 1.4. The parties agree that this Agreement is a valid Section 8(f) pre-hire agreement within the meaning of Section 8(f) of the National Labor Relations Act, 29 U.S.C. § 158(f).

## ARTICLE 2 SCOPE AND DURATION OF AGREEMENT

2.1. This Agreement shall apply to all construction work performed by the Employers at the site of the Project located at Mariners Stadium, T-Mobile Park Seattle, WA being constructed by the General Contractor. This Agreement shall not apply to any other construction work performed by Employers at any other site or for any other owner.

- 2.1.1. The scope of work to be performed under this Agreement includes: All construction work performed by the Employers at Mariners Stadium being constructed for the Owner by the General Contractor.
- 2.2. This agreement shall become effective upon issuance of the first building and/or demolition permit for Project Work or actual demolition work beginning, whichever occurs first (the "Effective Date") and shall continue in full force and effect until all of the work to be performed on the Project is completed and the Owner takes beneficial occupancy. This agreement shall automatically terminate at the conclusion and acceptance of the Project by the Owner.

### ARTICLE 3 MANAGEMENT RIGHTS

- 3.1. The Employers retain full and exclusive authority for the management of their operations. This includes, but is not limited to, the right to direct their working force and to establish coordinated working hours and starting times which shall not be in conflict with the Unions' Collective Bargaining Agreements (hereinafter "Master Labor Agreements"); as it relates to the International Union of Operating Engineers Locals 302/612, Pacific Northwest Regional Council of Carpenters, Western Washington Cement Masons Local 528, Washington & Northern Idaho District Council of Laborers and the Iron Workers District Council of the Pacific Northwest, the Skanska collective bargaining agreements will be considered the Master Labor Agreements.
- 3.2. There shall be no limit on production by workmen or restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trade and shall work under the direction of the craft foremen. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations; provided however, legitimate manning practices that are a part of national and/or local union collective bargaining agreements shall be followed. The Employers may utilize the most efficient methods or techniques of construction, tools or other labor-saving devices to accomplish the work. Practices not a part of the terms and conditions of this Agreement will not be recognized.
- 3.3. The Employers shall be the sole judge of the number and classifications of employees required to perform work subject to this Agreement, The Employers shall have the absolute right to hire, promote, suspend, discharge or lay off employees at their discretion and to reject any applicant for employment, subject to the provisions of the Unions' Master Labor Agreements.
- 3.4. Nothing in this Agreement shall be construed to limit the right of any of the Employers to select the lowest bidder such Employer deems qualified for the award of contracts or subcontracts or material or equipment purchase orders on the Project. The right of ultimate selection remains solely with the Employers, subject to section 4.2 of this Agreement.
- 3.5. It is recognized that certain equipment and systems of a highly technical and specialized nature may have to be installed at the Project. In the situation where the nature of the equipment and systems, together with requirements of manufacturer's warranty, dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed under the supervision and direction of Owner's

and/or manufacturer's personnel, the Unions agree to install such material, equipment and systems without incident.

## ARTICLE 4 <u>EFFECT OF OTHER AGREEMENTS</u>

- 4.1. This Agreement is not intended to supersede Master Labor Agreements between any of the Employers performing construction work on the Project and a Union signatory thereto except to the extent the provisions of this Agreement conflict with such Master Labor Agreements, in which event the provisions of this Agreement shall apply. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), work within the jurisdiction of the International Union of Elevator Constructors, and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians except that Articles dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work.
- 4.2. General Contractor will require all contractors and subcontractors who are awarded or are performing jobsite construction work on the Project, to become signatory to this Agreement and will not allow any such contractors or subcontractors to start work unless they become signatory to this Agreement.
- 4.3. By accepting the award of a construction contract or entering into a contract to perform any project work pursuant to a construction contract whether as a contractor or subcontractor, every Employer agrees to sign the Letter of Assent as shown in Attachment A and be bound by each and every provision of this Agreement.

## ARTICLE 5 <u>UNION RECOGNITION, SECURITY,</u> WAGES AND BENEFITS, MEALS AND REST PERIODS

- 5.1. The Employers recognize the Union(s) as the sole and exclusive collective bargaining representative for craft employees employed on the Project.
- 5.2. Employees referred by the Union(s) and hired by the Employer(s), shall, as a condition of employment, become and remain members during the project in good standing of the appropriate Union or by the 30<sup>th</sup> day of employment. Membership under this section shall be satisfied by the tendering of periodic dues and fees uniformly required.
- 5.3. Authorized representatives of the Union(s) shall have access to the Project as defined in the current Master Labor Agreement(s) with the Union(s) representing the employees employed provided that they do not unduly interfere with the work of the craft employees and further provided that such representatives fully comply with established Project rules including the Project safety rules.

- 5.4. Each Union shall have the right to designate a working craft employee as steward for each Employer employing such craft on the Project. Such designated steward shall be a qualified workman assigned to a crew and shall perform the work of that craft. The steward shall not perform supervisory duties. Under no circumstances shall there be nonworking stewards. Stewards shall be permitted a reasonable amount of time during working hours to perform necessary union duties.
- 5.5. All employees performing Project Work under this Agreement shall be paid the current wages and fringe benefits as of the time the work is performed as set forth in their respective Unions' Master Labor Agreement, including any retroactive wage increases. If there are multiple Union Master Labor Agreements, the bargained wage and fringe benefit rates from the Master Labor Agreement that prevails in King County shall be paid.
- 5.6. Meal & Rest Periods. The meal and rest period language and requirements in the Master Labor Agreements is incorporated by reference herein.

## ARTICLE 6 CORE WORKERS

6.1. The General will provide the Council at least thirty (30) days advance notice of any work covered by the scope of this Agreement that will be performed by a non-signatory contractor. A non-signatory contractor performing specialty work for which no union contractors are available may bring at least three (3) core workers and two (2) qualifying apprentices onto the Project. The Parties may negotiate in good faith an alternative amount of core workers on the job by other non-signatory contractors. Core Workers are those that have worked on the Contractor's payroll a minimum of one thousand five hundred (1,500) hours within the craft classification over the last two (2) year period from the date of dispatch to the Project and have also been on the Contractor's active payroll for at least sixty (60) of the ninety (90) calendar days prior to the execution of the contract for the affected Contractor. All Core Workers shall meet the minimum journey level qualifications of the raft they are performing, and shall hold all required licenses and certifications for the work of their craft.

## ARTICLE 7 HELMETS TO HARDHATS & APPRENTICESHIP

7.1. The Employers and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment ("Center"), a Joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section 186(c)(9), and a charitable tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, 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.

- 7.1.1. The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans and members of the National Guard and Reserves interested in working on this Project and apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans and members of the National Guard and Reserves for bona fide, provable past experience.
- 7.1.2. In recognition of the work of the Center and the value it will bring to the Project, within 10 days of the first hour of Covered Work being performed on the Project, General Contractor shall make a onetime contribution of \$5,000 to the Center on behalf of itself and all other Employers employing workers under the terms of this Agreement.
- 7.2. The Unions and Employers agree to promote apprenticeship work opportunities for local area residents and contractors in the building and construction trades on the Project. The parties recognize the importance of helping to build a local, diverse construction workforce in order to build a stronger and more vibrant community. Prior to bidding any and all work on the Project, all Employers working on the Project, including the General Contractor and all subcontractors of every tier, must sign a Letter of Affirmation confirming that: 1) the Employer participates in an Apprenticeship Program certified by the State of Washington; 2) the Employer will accept female apprentices, apprentices of color and military veteran apprentices prior to commencing work on the Project; and 3) the Employer will report to the Council the number of such apprentices and the hours worked by each apprentice on the Project. The Unions shall assist Employers in locating and supplying apprenticeship labor in each craft who will participate in training and on the job opportunities to increase the skills of the workforce in the local area.

## ARTICLE 8 CONTINUITY OF THE WORK

- 8.1. The principal purpose of this Agreement is that it provides the Employers, Unions, and the Owner with the assurance that there will be no strike, picketing, work stoppage, lockout or slowdown for the duration of this Agreement. It is agreed, therefore, as follows:
- 8.2. During the existence of this Agreement, there shall be no strike, work stoppage, and there shall be no lockout by the Employers. It is agreed, however, that the Employers may lay off employees for lack of work or in the event that a strike, picketing or other work stoppage impedes the work of the Project.
- 8.3. No picket lines or other actions of the type described in section 7.2 will be established at the Project by any of the Unions. The Unions agree that they will not sanction in any way any picket line, organized or endorsed and will affirmatively take all measures necessary to effectively induce its members to cross the picket line and report for work as scheduled and that responsible representatives of the Unions who are employed on the Project will also do so themselves.

- 8.4. Notwithstanding the provisions of section 7.2, it is agreed that the particular Union involved retains the right to withhold the services of its members (but not a right to picket) from an Employer who fails to timely pay its regular payroll or who fails to make timely payments to the Unions' Health & Welfare, Pension, Vacation and Holiday, Apprentice and Training, or Industry Funds in accordance with the provisions of the Master Labor Agreement that is applicable to the Employer's employees. However, prior to withholding its members' services on account of a failure to make timely payments to the Unions' Health & Welfare, Pension, Vacation and Holiday, Apprentice and Training, or Industry Funds, the Union involved will give ten (10) days written notice of such failure by registered or certified mail, return receipt requested, to the involved Employer and the General Contractor. Representatives of the parties to the dispute will meet within this period to attempt to resolve the dispute.
- 8.5. It is specifically agreed that there shall be no strike, picketing, work stoppage, lockout or slowdown as a result of the expiration of any local, regional or other applicable Master Labor Agreement having application at the Project and/or the failure of the parties to that Master Labor Agreement to reach a new contract.

#### ARTICLE 9 JURISDICTIONAL DISPUTES

- 9.1. The assignment of work will be the responsibility of the Employer 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.
- 9.2. All jurisdictional disputes between Unions signatory to the Agreement and Employers 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 Employers and Unions.
- 9.3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature and the Employer's assignment shall be adhered to until the dispute is resolved. Employees violating this section shall be subject to immediate discharge.

## ARTICLE 10 GRIEVANCE AND ARBITRATION PROCEDURE

- 10.1. The parties hereby agree that all disputes or grievances between Employers and Unions, other than disputes arising from any strike, picketing, slowdown, lockout or other work stoppages of any kind under Article 7 or any jurisdictional disputes under Article 8, shall be handled in accordance with the following procedures:
- 10.2. Step 1. If there is a dispute or grievance, the parties shall first attempt to settle the matter by oral discussion no later than ten (10) working days after the occurrence first giving rise to the

dispute or grievance. If the matter is not resolved within ten (10) working days after the oral discussion, the dispute or grievance shall be reduced to writing.

- 10.3. Step 2. If the matter is not resolved in Step 1, the written grievance shall be provided to the other party with a copy given to the General Contractor no later than ten (10) working days after the Step 1 oral discussion. The parties shall meet to try to settle the matter within ten (10) working days of the written grievance.
- 10.4. In the event a dispute cannot be satisfactorily resolved at Step 2, either party may submit the dispute to arbitration by written notice within ten (10) business days (or such longer time as mutually agreed) of the Step 2 meeting. An arbitrator shall be selected from a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The grieving party shall strike one of the arbitrators from the list, and the responding party shall strike the next arbitrator from the list, until one arbitrator is left, who shall hear the case. The arbitrator's decision shall be final and binding upon the parties. The arbitrator shall not have the authority to alter, amend, add to, or delete from the provisions of this Agreement in any way. The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the parties (i.e. conference room, court reporter, etc.) in arbitration, shall be divided equally by the parties to the arbitration. Should any party seek confirmation of the award made by the arbitrator, the prevailing party shall be entitled to receive its reasonable attorney fees and costs.
- 10.5. Absent a written extension, the failure to timely raise, file or appeal any grievance within the time limits set forth above will result in the grievance being waived.

## ARTICLE 11 EXPEDITED ARBITRATION

- 11.1. In lieu of, or in addition to, any other action at law or equity, which is also available, the following procedure applies when a breach or violation of Sections 7.2, 7.3 or Article 8 is alleged.
- 11.2. The party invoking this procedure shall simultaneously send an email to both Joe Duffy, Timothy D. Williams, and Richard Ahearn and ask whether they are available for a hearing within 24 hours. The first one to respond that he is available will be the arbitrator to hear the case. In the event that neither is available within 24 hours the arbitrator with the earliest available hearing date will be used.
- 11.3. The Arbitrator shall notify the parties by email or facsimile of the place and time of the hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend shall not delay the hearing or issuance of an award by the Arbitrator.
- 11.4. The sole issue at the hearing shall be whether a violation of Sections 7.2, 7.3 or Article 8 has occurred and the Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages. The Award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement, of the Award. If the Arbitrator finds that a violation of

- Sections 7.2, 7.3 or Article 8 has occurred, then the Arbitrator in his written Award shall order cessation of the violation and a return to work and other appropriate relief, and such Award shall be served on all parties by email or registered mail. The Award will be final and binding on all parties to this Agreement.
- 11.5. Such Award may be enforced by any court of competent jurisdiction. In any proceeding to obtain a temporary order enforcing the Award, all parties waive the right to hearing and agree that such proceedings may be ex parte with at least 24 hours' notice of the time and place. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement.
- 11.6. Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the parties.
- 11.7. The fees and expenses of the Arbitrator shall be divided equally between the parties to the arbitration unless determined otherwise by the Arbitrator.

## ARTICLE 12 BENEFICIAL OCCUPANCY BY THE OWNER

- 12.1. It is anticipated that the Owner and/or Owner's tenant may commence operations with its property managers and vendors prior to the substantial completion of all phases of the construction work. It may therefore be necessary for the Owner and/or Owner's tenant to take over various portions of the buildings, systems, and equipment while construction of various other portions continues. The procedure to be employed in such a takeover is as follows: When the Owner and/or Owner's tenant determines that a portion of the work is mechanically or operationally complete, Owner shall identify such areas, systems or equipment by use of a tagging system. Work will be considered "complete" when it is reasonably ready for its intended use, and the Owner shall thereafter have beneficial occupancy of the involved areas, systems, or equipment.
- 12.2. It is intended that Owner's tenant, property managers and vendors will commence working in such areas after the takeover by the Owner. Thereafter, any remaining original "construction" work, such as painting, installing missing parts, insulation and work normally performed by the respective Unions shall be completed by the responsible Employers and their employees without incident.

## ARTICLE 13 SAFETY

- 13.1. All Federal and State safety rules, regulations, orders, and decisions shall be binding upon the Employers and shall be applied to all work covered by this Agreement.
- 13.2. It will not be a violation of this Agreement, if an Employer considers it necessary to shut down to avoid the possible loss of human life, because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the

actual time worked. In the case of a situation described above whereby the Employer requests employees to stand by, the employees will be compensated for the "stand by time."

#### ARTICLE 14 GENERAL SAVING CLAUSE

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

#### ARTICLE 15 NON- DISCRIMINATION

- 15.1. The Unions shall refer all applicants for employment without discrimination against any applicant by reason of age, race, color, creed, religion, sex, national origin or disability. Where governmental agencies impose equal employment obligations on the Employers on the Project, referral procedures shall be subordinate to such obligations.
- 15.2. It is agreed that affirmative action shall be taken to afford employment opportunity to all qualified persons without regard to age, race, creed, color, sex, national origin or disability. Furthermore, the parties agree to cooperate to the fullest extent to achieve the intent and purpose of the applicable equal employment opportunity and affirmative action laws, regulations and requirements.

#### ARTICLE 16 PRE-JOB CONFERENCE

16.1. The General Contractor will conduct a pre-job conference with the Union(s), the Council and all other Employers prior to commencing work. General Contractor shall notify the Council of all Employers that have been awarded project work ten (10) days in advance of all such conferences and each such Employer shall participate in such conferences. One week after the pre-job conference and prior to starting work, the General Contractor and all Employers shall submit a final trade assignment. All work assignments shall be disclosed by each Employer at the pre-job conference and such assignments shall be made in accordance with industry practice. Should

additional project work not previously included within the scope of the project work be added, the Employer performing such work will conduct a separate pre-job for such newly included work.

16.2. Employers who have performed or are performing work on Sound Transit, King County, Port of Seattle or City of Seattle PLA/CWA projects or on the Arena project may be eligible for a waiver of the pre-job conference. Waivers requests must be submitted to the Council a minimum of three weeks prior the start of work. If the waiver is denied, the Employer is required to attend a pre-job conference prior to starting work according to the process stated above.

#### ARTICLE 17 PARKING

17.1. Employee parking shall be designated within a three (3) block area or no more than 1500 feet from the project work site entrance, which shall be available at no-cost to the workers. Such parking may be either on-site parking, or nearby off-site dedicated parking.

If the Employer determines such parking is not available, then the Employer will provide transportation between the project worksite and a designated parking location that the Employer provides, all at no cost to the worker. In such situations, workers shall leave their place of work 15 minutes before end of shift for travel. Such transportation between the site and the parking shall be available to the workers throughout each scheduled workday.

#### ARTICLE 18 ASSIGNMENT

- 18.1. The General Contractor will construct the Project through its own employees and/or through the employees of the subcontractors awarded Project Work. General Contractor will control labor relations on the Project by entering into this Agreement, which establishes the terms and conditions of employment for employees performing Covered Work, defined in Article 2, on the Project, and by making decisions within the scope of the General Contractor's authority on the Project. For example, General Contractor will, in conjunction with the Owner, prepare bid specifications and bid packages, select subcontractors, award subcontracts for construction work, and determine and coordinate the scheduling of work.
- 18.2. The General Contractor will provide project oversight and administration and enforcement of this Agreement, through a third party administrator or dedicated qualified staff to act as PLA Administrator, to be mutually agreed upon by the General Contractor and Council.

The parties to this Agreement recognize the necessity of cooperation, communication and the elimination of disputes and misunderstandings. To this end the parties agree that a Project Administrative Committee (PAC) shall be established to address apprenticeship utilization, diversity, job progress, and any other relevant issues that will affect the project and promote harmonious and stable labor/management relations.

The PAC shall be comprised of the PLA Administrator and the GC's representatives, representatives of the Unions party to the Agreement, a representative of the Building Trades Council and a representative from the National Construction Alliance (NCA) who shall meet at the Seattle Building Trades offices according to a mutually agreeable quarterly schedule, however this may be modified by mutual agreement of the parties. The PLA Administrator shall facilitate and provide reports of apprenticeship utilization and diversity on the project to the PAC.

#### ARTICLE 19 ENTIRE UNDERSTANDING

19.1. The parties agree that the total results of their bargaining are embodied in this Agreement and neither party is required to render any performance not set forth in the working of this Agreement, or to bargain during the term of this Agreement about any matters unless required to do so by the terms of this Agreement. This Agreement may be amended only by written agreement signed by the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the day \_\_\_\_\_\_\_ and year \_\_\_\_\_\_.

The officials signing this Agreement warrant and collectively bargain on behalf of the organizations whom they represent and the members of such organizations.

SKANSKA:

Signature: \_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_

UNIONS:

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

Signature: \_\_\_\_

Monty Anderson Executive Secretary

#### **Northwest Construction Alliance II**

Signature:	
Dan Hutchins Contract Administrator	
Heat & Frost Insulators & Allied Workers Local 7	BAC Local 1 Washington/Alaska
Signature:	Signature:
Todd Mitchell Business Manager	Matthew Bilyeu President/Business Manager
Boilermakers Local 502	Cement Masons & Plasterers Local 528
Signature:	Signature:
Tracey Eixenberger Business Manager	Eric Coffelt Business Manager
IBEW Local 46	Operating Engineers Local 302
Signature:	Signature:
Sean Bagsby Business Manager	Daren Konopaski Business Manager
Elevator Constructors Local 19	IUPAT District Council 5
Signature:	Signature:
Patrick Strafer Business Manager	Todd Springer Business Manager
Iron Workers Local 86	UA Plumbers & Pipefitters Local 32
Signature:	Signature:
Chris McClain Business Manager	Jeffrey J. Owen Business Manager

Laborers Local 242	Roofers Local 54
Signature:	Signature:
Dale Cannon Business Manager	Dave Benson Business Manager
Sheet Metal Workers Local 66	Sprinkler Fitters Local 699
Signature:	Signature:
Lance Deyette	Stanton Bonnell
Business Manager	Business Manager
Teamsters Local 174	
Signature:	
Rick Hicks	

Secretary-Treasurer



#### LETTER OF ASSENT

The undersigned, as a Contractor(s) or Subcontractor(s) on a Contract which is part of the Mariners Improvement Projects, for and in consideration of the award of a Contract to perform construction work on said Project, and in further consideration of the mutual promises made in the Project Labor 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 Project Labor 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 Subcontractor 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 Project Labor Agreement.
- (3) 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.

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