



King County

**MASTER COMMUNITY WORKFORCE
AGREEMENT**

BETWEEN

KING COUNTY

AND

**SEATTLE/KING COUNTY BUILDING AND
CONSTRUCTION TRADES COUNCIL**

AND

**WESTERN STATES REGIONAL COUNCIL OF
CARPENTERS**

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ARTICLE 1 – PREAMBLE

1.1 This Master Community Workforce Agreement ("MCWA") is entered into on April 28, 2025 by and between King County, ("King County" or the "Owner") the Contractor(s) selected for covered projects, herein, ("Contractor"), or Prime Contractor for and on behalf of themselves and their Subcontractors ("Subcontractor"), and the Seattle/King County Building and Construction Trades Council, Western States Regional Council of Carpenters, and the Local Unions acting on their own behalf and on behalf of their respective affiliates who become signatory hereto, (the "Union(s)" or "Local Union(s)") with respect to all construction as defined herein. The Owner, Contractor, Subcontractors and Unions may be referred to herein individually as a "Party" and collectively as the "Parties." Where appropriate, the term "Contractors" shall mean, collectively, the general contractor and all Subcontractors of every tier.

Nothing in this MCWA shall modify, amend, or supersede any of the provisions set forth within the Contract between King County and the selected Contractor(s) and their Subcontractors, as identified within. This MCWA meets the intent and obligations set forth in King County Ordinance 18672 which directs a Priority Hire Program, and an agreement executed between King County and the Seattle Building and Construction Trades Labor Council and the Western States Regional Council of Carpenters.

1.2 It is understood by the parties to this MCWA that when this MCWA is signed by the King County Executive, or designee, it will become the policy of King County that the construction work covered by this Agreement will be contracted exclusively to the Contractor and its Subcontractors, of every tier, who agree to execute and be bound by the terms of this Agreement by Letter of Assent. The Contractor will monitor the compliance with this MCWA by all Subcontractors of every tier. This MCWA covers all King County public projects estimated to equal (\$5,000,000) five million dollars or greater and shall track with King County Ordinance 18672 and such other criteria established by the Executive.

1.3 King County will implement this MCWA by including appropriate provisions in the contract documents for covered work, as hereinafter defined. As a result, the successful Contractor, and its Subcontractors, of every tier, performing covered work will become a party to this Agreement. King County shall administer, and the Parties shall ensure compliance with this Agreement.

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

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

ARTICLE 2 – PURPOSE

2.1 The Parties to this MCWA, and the Contractors and Subcontractors who assent to work under this MCWA, acknowledge to support the efforts of King County to increase employment opportunities for workers who reside in King County, to help increase social equity, workforce diversity, increase training and employment opportunities for residents in the construction trades through Priority Hire, Apprenticeship, and Preferred Entry programs. The parties also agree to promote efficiency of construction operations performed for and within the County, and to provide for peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the projects. This MCWA also supports the Contractors and its Subcontractors efforts and obligations to utilize women-owned and minority-owned firms certified by the State of Washington, and Small Contractors and Suppliers (SCS) meeting the eligibility criteria for King County's small contractor program under K.C.C. chapter 2.97.

2.2 King County Project Site(s) ("Project Site(s)" or the "Site(s)") shall be understood to refer to all King County public works projects, the location at which construction, equipment or services furnished by the selected Contractor(s) of every tier, will be performed, completed and or delivered.

The purpose of the MCWA is to ensure that all construction work at the Project Sites, and the operation of existing facilities, will proceed continuously without interruption, efficiently, economically, and with due consideration for the protection of labor standards, wages and working conditions.

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

2.3 The Parties are committed to providing open access to procurement opportunities for all contractors and to assuring an adequate supply of craft workers possessing the requisite skills and training in order to provide the ratepayers a project of the highest quality. Further, the parties agree to cooperate throughout the term of this Agreement to develop methods to reduce King County's construction and project administrative costs.

2.4 In accordance with King County Ordinance 18672 which requires a safe and respectful workplace, free from discrimination, harassment, humiliation, hazing and bullying against any person, a respectful workplace policy shall be included in all Construction Contracts.

ARTICLE 3 – UNION RECOGNITION AND REPRESENTATION

3.1 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 MCWA. This sub-section shall not alter the preexisting legal status of any bargaining relationship between any individual Contractor and signatory Union.

Authorized representatives of the Unions shall have reasonable access to the Project, provided they do not interfere with the work of the workers, and further provided that such representatives fully comply with the visitor, safety and security rules and any environmental compliance requirements established for the Project, which

shall be subject to review by the Project Administrative Committee (as described in Article 7). It is understood that because of the scope of the Projects and the type of work being undertaken, all visitors will be required to check in and may be limited to certain times or areas. They may also be required to be accompanied at all times while on the Project Sites. However, in such circumstances, project workers shall be allowed to confer privately with their authorized Union representatives. The Contractor recognizes the right of access set forth in this Section and such access will not be unreasonably withheld from an authorized representative of the Union.

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

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

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

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

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

For cause or voluntary quit: As soon as possible after it becomes known to the Contractor either by telephone call or electronic means.

Reduction in Force: Forty-eight (48) hours prior written notice.

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

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

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

ARTICLE 4 – SCOPE OF AGREEMENT

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

It is agreed that the Contractor shall require all Subcontractors 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 MCWA by executing the Letter of Assent (Attachment 1) prior to commencing work. The Contractor shall ensure compliance with this Agreement by the Subcontractors. It is further agreed that, if the MCWA is silent on any issue the local crafts CBA shall prevail; where there is a conflict, the terms and conditions of this MCWA shall supersede and override terms and conditions of any and all other national, area, or local CBA's, 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 20, 21, and 22 of this MCWA, which shall apply to such work.

The fabrication or assembly, off-site, of (1) electrical components which are traditionally the work of IBEW members, (2) iron/steel components (except for manufactured components such as stairs, handrails and miscellaneous iron) which are traditionally the work of the Ironworker members, (3) pre-fabrication piping, hangers and accessories(excluding catalog items) which are traditionally the work of UA members, (4) sheet metal components which are traditionally the work of SMWIA members and (5) structural/architectural systems which are traditionally the work of Western States Regional Council of Carpenter members and (6) masonry Items (such as natural stone, quartz, manufactured stone, brick panels, terrazzo tiles and stair treads) that require assembly, cutting, modification or other fabrication which are traditionally the work of BAC 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 MCWA. If the fabrication is performed outside the region, the fabrication will be performed in shops or assembly yards whose terms and conditions of employment equal or exceed those established in the King County area under the prevailing wage laws applicable for the appropriate classification in the locality where the work is installed.

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

4.2 Items specifically excluded from the scope of the Agreement are as follows:

- (A)** Work of non-manual employees, including but not limited to, superintendents, supervisors, assistant supervisors, staff engineer inspectors, quality control and quality assurance personnel, timekeepers, mail carriers, clerks, office workers, including messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, community relations or public affairs, environmental compliance, supervisory and management employees and suppliers and vendors who furnish and/or deliver finished goods.
- (B)** Artists performing work that is not subject to prevailing wage. All artworks shall be reviewed by the Project Administrative Committee a minimum of one hundred and twenty (120) days prior to installation.
- (C)** Furniture, fixture, and equipment installers retained by the Owner to be performed after building trades Subcontractors have completed construction related work and/or after the contract completion date.
- (D)** Employers and their workers controlled by the Owner.
- (E)** Workers engaged in any work performed on or near, or leading to or into, the Project Site by State, County, City or other governmental bodies, their retained contractors, or by public or private utilities or their contractors, or by other public agencies or their contractors.
- (F)** Onsite equipment maintenance performed or supervised by the workers of the owner of the leased equipment. If such work is subcontracted, it is subject to the provisions of this MCWA.
- (G)** Workers engaged in warranty functions and warranty work, and on-site supervision of such work.

- (H) Startup, testing, and commissioning personnel employed by the Contractor or the Owner. Laboratory for specialty testing or inspections not ordinarily done by the signatory Local Unions. Note that start-up, commissioning, test, adjust and balance work is in the scope of signatory Local Unions and is not excluded.
- (I) Off-site manufacture of materials, equipment, or machinery except as identified in Section 4.1.
- (J) Non-construction support services contracted by the Owner or the Contractor in connection with this Project.
- (K) All employees, sub-consultants and agents of the design teams or any other consultants of the Owner for specialty testing, architectural/engineering design, and other professional services.

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

4.4 The Owner or the Contractor, as appropriate, has the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or non-existence of any contracts or CBA's between such bidder and any party to this MCWA; provided that, except as provided under Article 6 such bidder shall be willing, ready and able to execute and comply with this MCWA should it be designated the successful bidder.

4.5 It is understood by the Parties that the Owner may at any time and in its sole discretion determine to add, modify, or delete Project work. The provisions of this MCWA shall apply to the construction of the named Project, notwithstanding the provisions of local, area and/or national agreements which may conflict or differ from the terms of this MCWA. Where a subject covered by the provisions of this MCWA is also covered by a conflicting provision of a CBA, the provisions of this MCWA shall prevail.

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

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

4.8 The Unions agree that this MCWA does not have the effect of creating any joint employment status between or among the Owner, the Contractor or any of their Subcontractors.

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

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

4.11 A County Representative may visit the Project Site, Prime Contractor, and Subcontractor field offices to review records related to the solicitation of SCS, WMBE, and utilization of Apprenticeship, Priority Hire, Preferred

Entry, Women, People of Color, including worker site interviews, and any other provisions requiring compliance of this agreement. The Contractor(s) shall provide all reasonable assistance requested by King County during such visits.

ARTICLE 5 – MANAGEMENT RIGHTS

5.1 Subject to the requirements of the Construction Contract and the terms of this MCWA, the Contractor and the Contractor's Subcontractors retain full and exclusive authority for the management of its operations. The Contractor and the Contractor's Subcontractors shall direct their working forces at their sole prerogative, including, but not limited to, hiring, promotion, transfer, lay-off, in accordance with craft CBA, discipline or discharge for just cause; the selection of foremen and general foremen; the assignment and scheduling of work; and, the requirement of overtime work, the determination of when it will be worked, and the number and identity of employees engaged in such work. The promulgation of reasonable work rules shall be subject to the review of the Project Administrative Committee (as described in Article 7).

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

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

5.4 Except as otherwise expressly stated in this MCWA, there shall be no limitation or restriction upon the Owner or the Contractor's choice of materials or design, nor, regardless of source or location upon the full use, and installation and utilization of equipment, machinery, package units, pre-casts, prefabricated, prefinished, or pre-assembled materials, tools, or other labor-saving devices. The Owner or the Contractor may without restriction install or otherwise use materials, supplies, or equipment regardless of their source. The on-site installation or application of such items shall be generally performed by the craft having jurisdiction over such work. Provided, however, it is recognized that other personnel having special talents or qualifications may participate in the installation, check-off or testing of specialized or unusual equipment. If there is any disagreement between the Contractor and the Union concerning the manner or implementation of such device or method of work, the implementation shall proceed as directed by the Contractor and the Union shall have the right to grieve and/or arbitrate the dispute as set forth in Article 22 of this MCWA.

ARTICLE 6 – PRE-JOB CONFERENCES AND PRE-JOB PACKAGE

6.1 The Contractor and the Subcontractors at every tier level shall be required to provide to King County completed prejob forms and attend a prejob conference at least two (2) weeks prior to the commencement of construction activities, and 3 weeks for waiver requests, including any additions or expansion of the original scopes to the Construction Contract. All Subcontractors will be required to submit such prejob conference forms through the Contractor, and the Contractor will forward the prejob forms to the Owners MCWA Administrator for scheduling. The Contractor may attend with the Subcontractor, but it is not required. In addition to the project information, the Contractor and/or its Subcontractors will present all information available regarding the scope of work, craft trade assignments, self-performed work, Subcontractor list if applicable, a signed Letter of Assent, Core worker list, start dates, duration of job, estimated peak employment, and any other conditions deemed particular to the contract or subcontract. The Contractor shall provide the MCWA Agreement, Apprenticeship requirements, Priority Hire requirements, Preferred Entry requirements, and aspirational hiring goals for the project to all Subcontractors. All Contractors shall file a Final Trade Assignment a minimum of one week after

the prejob conference and prior to starting work. All Contractors shall confer with any craft challenging initial trade assignments prior to submitting a Final Trade Assignment. A craft challenging a Final Trade Assignment shall notify King County's MCWA Administrator.

6.2 The Contractor and/or Subcontractors having previously attended a prejob conference for a King County project may submit a request for a waiver to the Building Trades from attending the prejob meetings provided they are performing the same scope of work.

6.3 The Contractor and any of its Subcontractors who fail to attend such prejob conference prior to the commencement of work shall be considered in violation of this MCWA. The appropriate Building Trades Council and/or Western States Regional Council of Carpenters shall immediately notify the Owner of the violation, and the Owner shall require the Contractor to take corrective action regarding this matter.

ARTICLE 7 – PROJECT ADMINISTRATIVE COMMITTEE

7.1 The Parties to this MCWA hereby recognize the necessity of cooperation and the elimination of disputes, misunderstandings or unfair practices on the part of any Party, and to secure this end, it is hereby agreed that a Project Administrative Committee (PAC) shall be established to be comprised of the Contractor's representatives, the Unions party to the MCWA, a representative of the Building Trades Council, and the Owner's MCWA Administrator, who shall meet at the Building Trades Council's office according to a mutually agreeable monthly schedule. The PAC is tasked with addressing safety, compliance with Priority Hire requirements, apprenticeship utilization, preferred entry, job progress and other relevant issues that will affect the project. The Contractor shall attend the PAC meetings as required, but not less than once each month, track performance meeting workforce requirements and goals, and maintain copies of Craft Worker Request Forms for the duration of the Project.

Representatives of Subcontractors, at every tier level, may also be required to attend PAC meetings. The Owner's MCWA Administrator shall serve as the chair of the PAC. The Unions shall at such meetings present facts concerning any violations of any part of the MCWA by the Contractor or its Subcontractors. Additionally, the Unions agree to notify the Owner's MCWA Administrator upon discovery of a potential violation of this MCWA. They shall also bring up any practice by the Contractor or the Contractor's Subcontractors, which in their opinion might lead to a misunderstanding or dispute between the Parties. The Contractor or the Contractor's Subcontractors shall bring in any complaints regarding failure of any worker or workers, or of the Unions to carry out any and all provisions of the MCWA.

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

7.3 All Parties signatory to this MCWA acknowledge the importance of attendance and active support of the PAC and agree to participate in the meetings as their responsibility on the Project requires.

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

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

7.6 The Owner is a party in interest and shall be sent contemporaneous copies of all notifications required under this Article. At the Owners option, the Owner may initiate or participate as a full party in any proceeding brought under this Article.

ARTICLE 8 – AFFIRMATIVE ACTION

8.1 It is agreed that affirmative action shall be taken to afford equal employment opportunity to all qualified persons without regard to race, creed, color, sex, age, marital status, religion, sexual orientation, ancestry, veteran status, disability, or national origin. This shall be applicable to all matters relating to hiring, training, promotion, transfer, or termination of workers. Furthermore, the parties agree to cooperate to the fullest extent to achieve the intent and purpose of the applicable regulations of Title VII, Civil Rights Act of 1964, and Executive Order No. 11246, or such laws or Executive Orders as may supersede them. This Agreement is subordinate to US Equal Employment/Affirmative Action Regulations.

ARTICLE 9 – PRIORITY HIRE PROGRAM

9.1 The Owner has project specific Priority Hire requirements for all Covered Projects (Priority Hire Program) that directs the Contractor and Subcontractors to utilize qualified and competent workers from economically distressed ZIP codes (“Priority Hire Workers”). The Priority Hire Program is aligned with actions in the County’s 2016 Equity and Social Justice strategic plan co-created with employees and community partners and is designed to prioritize the recruitment and placement of economically disadvantaged local workers on designated King County public works projects. The Program is intended to help address construction workforce shortages, diversify the construction workforce, and improve the well-being of individuals who live in geographical areas of economic distress, while focusing on participation by Apprentices and Journey level construction workers who have been historically underrepresented in the construction industry, including people of color,¹ women, and veterans for a specified share of total hours worked on covered projects.

9.2 The first month following issue of the notice to proceed and until the Contractor obtains written final acceptance from the Owner, the Contractor shall submit a monthly report for itself and all Subcontractors and suppliers to King County. The Contractor must report on meeting the requirements of Article 9, and the Construction Contracts in King County’s Diversity Compliance Management System (DCMS) and LCPtracker as provided in the executed Construction Contracts.

Contractors and Subcontractors must also report on worker demographics and other pertinent information requested by the Owner. Labor hours performed by workers living outside of Washington will be excluded from Priority Hire Worker calculations when determining whether the percentage requirements of total Priority Hire Worker hours have been achieved.

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

¹ The term “people of color” also means “minorities” and is often the used term in King County code, ordinance, and contract documents.

ARTICLE 10 – PREFERRED ENTRY PROGRAM

10.1 King County supports the development of a skilled construction workforce through appropriate Apprenticeship and Training Organizations, particularly for people of color, women, Priority Hire Workers, and others facing significant employment barriers. The County also supports Pre-Apprenticeship programs in their goals to assist workers with particular barriers.

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

10.3 The Preferred Entry program, as defined by this Agreement will identify individuals, especially women, people of color, disadvantaged youth and those from economically distressed ZIP codes as defined by King County, who are compliant with the entry standards for WSATC Apprenticeship programs that allow for preferred entry of qualified applicants into their programs. Preferred Entry Candidates shall be placed with contractors working on the project in accordance with each Union's dispatch procedures and JATC rules. The Parties recognize Preferred Entry Candidates as individuals that have completed a Washington State recognized pre-apprenticeship program and been accepted into a WSATC Apprenticeship program until they reach journey level status. The purpose of this program is to facilitate a workforce reflective of the population of King County, supporting goals of workforce inclusiveness.

Overall, the Contractor must demonstrate that twenty percent (20%) of all Apprentice labor hours be performed by Preferred Entry Apprentices and shall come from a WSATC recognized Pre-Apprenticeship Program or other mutually agreed-upon programs that serve people living in economically distressed ZIP codes, minorities, disadvantaged youth, women and/or veterans. It is a goal that each Preferred Entry Apprentices be employed a minimum of 700 hours on each covered project, with the exception that King County may lower the goal to 350 hours on covered projects for specific scopes at their discretion. Contractors shall make good faith efforts or best efforts to achieve the minimum goal of 700 hours for Preferred Entry and will be reviewed monthly at the Project Administrative Committee (PAC) meeting.

Contractors agree to hire Preferred Entry Apprentices as early as possible in the Project. If Preferred Entry Apprentices are available, the Contractor shall proceed with the hiring process, as described in Article 13, and provide appropriate documentation to King County. The hours worked by eligible Preferred Entry qualified Apprentices hired from distressed economic ZIP codes will count towards the Contractors' accomplishment of the Priority Hire Worker requirements.

ARTICLE 11 – HELMETS TO HARDHATS

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

The Unions and Contractors agree to coordinate with the Center and other appropriate veteran referral sources, to create and maintain an integrated database of veterans interested in working on this Project and of

apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, verifiable previous experience.

The hours worked by qualified veteran applicants from within the economically distressed ZIP codes, as defined by King County, will count towards the Contractors' accomplishment of the Priority Hire Worker requirements.

ARTICLE 12 – APPRENTICESHIP

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

The Contractor and their Subcontractors shall submit a plan for participation of WSATC registered Apprentices to the Owner. The Contractor and each Subcontractor shall estimate the total contract labor hours to be worked on the Project and shall include the anticipated Apprenticeship participation by craft and hours. Diversity goals for the use of Apprentices are identified in Section 12.2 (c) of this Article. The Contractor must report on meeting the requirements of Article 12 in King County's Diversity Compliance Management System (DCMS) as written in the executed Construction Contracts.

12.2 The Owner shall establish a minimum Apprenticeship Utilization Requirement (AUR), with the goal of not less than fifteen percent (15%) per craft as required in King County Code (KCC) Title 12, Chapter 12.16, Sections 12.16.155 through 12.16.180, on a contract-by-contract basis. The Contractor shall ensure that no less than the established AUR be performed by Apprentices registered with the Washington State Apprenticeship Training Council (WSATC).

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

- (A) The Contractor and Subcontractors at all tier levels shall be required to make best efforts to achieve the project specific AUR of all labor hours to be performed by apprentices.
- (B) Good faith efforts or best efforts means the strongest possible efforts that the Contractor and its Subcontractors can reasonably make to meet the established apprentice requirement and hiring goals.
- (C) The Owner has Apprentice voluntary hiring goals for target populations for public works projects as set out in King County Code, Title 12; Section 12.16.156 Apprentice Utilization Goals, and also in the executed King County Construction Contracts.

ARTICLE 13 – UNION REFERRALS & HIRING PROCEDURES

13.1 For Local Unions having a job referral system, the Contractor agrees to comply with such system, and it shall be used exclusively by the Contractor and Subcontractors. Such job referral system will be operated as set forth herein in a nondiscriminatory manner and in full compliance with federal, State, and local laws and

regulations which require equal employment opportunities and nondiscrimination, and referrals shall not be affected by obligations of Union membership or the lack thereof.

13.2 By Contractor or Subcontractor request, the Unions shall prioritize dispatch of Priority Hire Workers who are residents of King County's Priority Hire ZIP codes. (Exhibit 4)

13.3 The Contractor may reject any referral for any lawful nondiscriminatory reason provided it complies with Article 15.8 regarding reporting pay. Upon referral or dispatch from a Union, "turnaround" or refusal of any worker by the Contractor, requires written explanation from the Contractor that shall be communicated from the Contractor to the County CWA Administrator and the affected Union within forty-eight (48) hours.

In accordance with the construction contract, the Contractor shall provide qualified and competent workers to manage and perform the contract work. The Contractor has the right to determine the competency of all workers, the number of workers required, and shall have the sole responsibility for selecting workers to be laid off consistent with Article 13.

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

13.5 Except as required by law, the Local Unions shall not knowingly refer any workers currently employed by any Contractor working under this CWA to any other Contractor.

13.6 The Parties recognize the Owner's commitment to provide opportunities to participate on Projects to Contractors and Subcontractors who may not have previously had a relationship with the Parties to this CWA. To ensure that such Contractors' will have an opportunity to employ their Core workers on the Project(s), the Parties agree that a Contractor or Subcontractor that is not a party to a current CBA with any Union signatory to this Agreement, such Contractor, or its Subcontractor(s), may request by name, and the Local Union will honor, up to a maximum of three (3) designated Journey level Core workers and up to two Apprentices enrolled in a WSATC program, provided that the ratio of Apprentices to Journey level workers is in compliance with the applicable Apprenticeship program standards. Contractor(s) must first demonstrate that Journey level Core workers possess the following qualifications:

- A. Possess any license required by State or Federal law for the project work to be performed.
- B. Have worked a total of at least one thousand two hundred (1,200) hours in the construction craft over the last two (2) year period from the date of dispatch to the Covered Project.
- C. Were on the contractor's active payroll for at least sixty (60) out of the one hundred twenty (120) calendar days prior to the contract execution.
- D. Have the ability to perform safely the basic functions of the applicable trade.
- E. Contractors and Subcontractors within their first three (3) years of business can exempt their Core Workers from the minimum hours and active payroll requirements as described in B & C. Such Contractors or Subcontractors shall not have performed the project contracted scope of work under any name or under a past or related license in Washington or any other State.
- F. Contractors and Subcontractors requesting dispatch of a JATC registered apprentice must demonstrate to the satisfaction of the JATC program that it complies with all apprenticeship standard requirements to supervise apprentices.

- G.** The selected Apprentices are those that are enrolled in a WSATC program and also meet one or more of the Owners workforce development goals for Veterans, the Priority Hire program and/or the Preferred Entry program.

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

- A.** The Contractor or any Subcontractor may request by name and the Union will honor by referral up to a maximum of three (3) designated Core workers as per Article 13.7. on an alternating basis as follows with the Contractor or its Subcontractors selecting first:

- **Core worker**
- **Core worker**
- **Union worker**
- **Union worker**
- **Core worker**
- **Union worker**

All subsequent referrals will be through the respective Union Hiring Hall.

- B.** The Contractor and Subcontractors shall request all craft workers from Union hiring halls for dispatch using a Craft Worker Request Form (Exhibit 3). Core workers of Contractors or Subcontractors which may not currently have had a relationship with the Unions signatory to this MCWA are also required to be dispatched from Union hiring halls.
- C.** It is agreed that specific terms and conditions governing hiring and assignment of Union workers in supplement to small Contractors existing core workers (who would be displaced by the local referral procedure) may be negotiated jointly by the Contractor and applicable local Union.
- D.** For the duration of the Contractors work, the ratio of Core workers to hiring hall referrals shall be maintained and when the Contractor's workforce is reduced, workers shall be reduced on a one-to-one alternating basis with the Core worker selected first.
- E.** The Contractor and any of its Subcontractors attempting to circumvent the hiring provisions of this MCWA by misclassifying any of its workers as supervisors or foremen shall forfeit their right to employ Core workers on this project.
- F.** No worker covered by this MCWA shall be required to join any Union as a condition of being employed on the project. The Contractor agrees to deduct any applicable dues or representation fee from the pay of any worker who executes a voluntary authorization for such deductions and to remit the dues and fees to the Unions(s).

Contractors are responsible for honoring Union dues or representation fees check-off (for union members and Core Workers) and will remit the funds appropriately. Additionally, the Contractor will contribute to the appropriate joint labor/management employee craft benefit trust funds(s) as set forth in the applicable collective bargaining unit agreement.

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

13.9 Subject to the terms and conditions herein, to the extent the Contractor and its Subcontractors, despite reasonable efforts, are unable to meet the objectives and requirements set forth in this Article through use of craft workers represented by any Union signatory, the Contractor and its Subcontractors shall be allowed to recruit from any other source and such recruits will have seven (7) days to register with the applicable Local Union.

ARTICLE 14 – WORK RULES

14.1 Employment begins and ends at the jobsite.

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

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

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

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

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

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

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

- If parking cannot be provided within three (3) city blocks or one thousand (1,000) feet, transportation between the parking area and the Project Site shall be provided by the contractor with the workers going in on their time and out on the Contractor's time.
- If the transportation time exceeds fifteen (15) minutes each way the time shall be compensable.
- Parking shall be reimbursed if workers are required to park in a private lot.
- Workers utilizing King County (KC) Metro, Community Transit, Sound Transit, Link Light Rail, Sounder Train, Seattle Monorail, KC Water Taxi, Kitsap Transit Foot Ferries, and Washington State Ferries to

Seattle Colman Dock and Fauntleroy Dock shall be reimbursed for the transportation costs. Workers will be required to turn in electronic or paper receipts demonstrating proof of expenses to their respective employer. The employer shall reimburse the worker(s) no later than on a bi-monthly basis with the discretion to reimburse on a weekly basis. The employer will periodically submit an invoice to the County's Project Manager that requests reimbursement for the eligible public transportation expenses.

ARTICLE 15 – HOURS OF WORK, OVERTIME, SHIFTS, HOLIDAYS

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

15.2 4/10 WORK SCHEDULE: A Contractor, per the local collective bargaining agreement, may elect to work a four ten-hour day schedule ("4/10"), Monday through Thursday or Tuesday through Friday. Ten (10) hours, between 6:00 a.m. and 6:00 p.m., shall constitute a workday on a 4/10 schedule. Any 4/10 schedule must be worked for a minimum of two (2) weeks. The Contractor shall contact the MCWA Administrator and the Union to notify them of which shift they will be using.

15.3 LUNCH PERIOD: The Contractor and its Subcontractors will schedule an unpaid meal period of one-half (1/2) hour's duration at the work location approximately at the midpoint of the scheduled work shift as follows:

- (A) Any worker working through the regularly established lunch period shall be paid an additional one-half (1/2) hour at the applicable overtime rate and shall eat their lunch on the Contractors time.
- (B) Workers working more than two (2) hours after the end of the regular eight (8) hour shift or one (1) hour after the end of the regular four (4) ten (10) hour shift shall be furnished a meal and be paid one-half (1/2) hour at the applicable wage rate, and every five (5) hours thereafter, workers shall be given time for meal. Mealtime shall be paid at the regular overtime rate and adequate lunch be provided by the employer at the Project site.
- (C) By mutual agreement between the Union and the Contractor(s), an additional hour of overtime pay may be provided in lieu of both one (1) and two (2) above.

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

15.4 SHIFTS: Shift work may be performed at the option of the Contractor upon three (3) working days' prior written notice to the Union(s) and the MCWA Administrator, and in accordance with the applicable local crafts CBA, and shall continue for a period of not less than five (5) working days. Saturday and Sunday work hours shall be as allowed by the local authorities having jurisdiction and the requirements of the Construction Contract.

15.5 OVERTIME: Except as otherwise required by the applicable prevailing wage determination, overtime will be paid at the rate of one and one-half (1-1/2) times the applicable straight-time hourly rate for work performed by a worker in excess of eight (8) hours daily, Monday through Friday on a five eight-hour day schedule, or for work performed in excess of ten (10) hours daily, Monday through Thursday or Tuesday through Friday, on a four ten-hour day schedule, or forty (40) hours per week. All work on Saturday, Sunday and holidays will be paid at the applicable overtime calculation rate as required by RCW 39.12. There will be no restriction on

the Contractors' scheduling of overtime or the non-discriminatory designation of workers who will work the available overtime. There shall be no pyramiding of overtime pay under any circumstances.

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

15.7 It will not be a violation of the MCWA when the Contractor or Owner considers it necessary to shut down the Project in whole or in part to avoid the possible loss of human life because of an emergency situation that could endanger the workers life and safety. In such cases, workers will be compensated only for the actual time worked. In the case of a situation described above whereby the Contractor or the Subcontractors request workers to stand by, the workers will be compensated for the standby time as per the provisions of Article 15.8 (A).

15.8 REPORTING TIME (show-up time): Reporting Pay: Workers reporting for work and for whom no work is provided, except when given notification two (2) hours prior, not to report to work, shall receive two (2) hours pay at the regular straight-time hourly rate. Workers who are directed to start work shall receive four (4) hours pay at the regular straight time hourly rate. Workers who work beyond four (4) hours shall be paid for actual hours worked. Whenever reporting pay is provided for workers, they may be required to remain at the Project Site available for work for such time as they receive pay, unless released earlier by their supervisor. Each worker shall furnish his/her Contractor with his/her address and telephone number, and shall promptly report any changes in each, to the Contractor. When a worker is sent to the jobsite from the Union referral facility in response to a request from the Contractor for a worker for one (1) day and starts work at the designated starting time for his/her shift, the worker will be paid a minimum of eight (8) hours for that day.

(A) Make Up Day: If the project is shut down by the Contractor and the workers are unable to perform work for forty (40) hours in any work week due to weather or other conditions over which the Contractor has no control, the Contractor(s) may, to the extent permitted by the applicable prevailing wage law, schedule a make-up day (Saturday for 5/8 schedule; Friday or Monday for a 4/10 schedule). All hours worked on a make-up day to complete the forty (40) hours for the standard work week, shall be paid at the straight time rate of pay. Any hours in excess of the standard work week worked on Saturday shall be paid at time and one-half of the straight time rate of pay. For make-up day work the full crew must be scheduled. Make-up days are voluntary, and should a crew worker decline to work on a make-up day, the Contractor may select a worker of another crew as a replacement or allow the crew to work without the regular crew worker. All make-up day work will be scheduled for a full workday. The make-up day(s) may not be utilized on an individual basis or to make up holidays.

(B) Discharge Departure: When a worker leaves the job or work location of his/her own volition, or is discharged for cause, or is not working as a result of the Contractors or Subcontractors invocation of Article 15.7, the worker shall be paid only for actual time worked.

(C) Premium Rate Day: In all cases, if a worker is reporting on a day on which an overtime rate is paid, reporting pay shall be calculated at that rate.

ARTICLE 16 – PAYDAY

16.1 All workers covered by this MCWA shall be paid by check and/or direct deposit and shall be according to the applicable craft's CBA. Paychecks shall be drawn on a local bank, and no more than five (5) days' wages may be withheld. Any worker who is discharged or laid off shall be entitled to receive all accrued wages immediately upon discharge or layoff. Notification of layoff shall be at the Contractor's discretion but shall not be given later than the end of the work shift on the date the layoff is to be effective.

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

ARTICLE 17 – WAGE SCALES AND FRINGE BENEFITS

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

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

The Contractor is responsible for assigning the appropriate classification to all laborers, workers or mechanics that perform any work under this Agreement, in conformance with the scope of work descriptions established by the Industrial Statistician of the Washington State Department of Labor and Industries (L&I) and subject to Jurisdictional Disputes processes provided in this Agreement. See CWA Article 21 Craft Jurisdiction and Jurisdictional Disputes Adjustment and Article 22 Grievance Procedures, where applicable.

17.2 The Contractors and each Subcontractor will recognize the applicable Prevailing Wage Rate determined by the Industrial Statistician in accordance with WAC 296-127-011 as the minimum rates to be paid to all craft workers, including general foreman, foreman and apprentices during the life of the project. If the covered project is subject to the Federal-Davis bacon act, the contractor and Each Subcontractor will recognize the higher of the Federal wage rate or State prevailing wage rate. Further, the Contractor(s) and its subcontractors will recognize all changes of wages and fringes on the effective date(s) of the individual craft(s) local collective bargaining agreement (CBA). As required by RCW 39.12.015(3)(a), if a Union has more than one local craft agreement, the wage and benefit rate(s) from the agreement that prevails in King County, shall be paid. It is further agreed that any retroactive increases will be recognized provided it is art of the negotiated settlement.

17.3 The current Washington State Prevailing Wage Rates (PWR) for the inception of all projects are as posted on L&I's website. Such Washington State PWR which have been provided to the Parties hereto by the industrial statistician of the Washington State Department of Labor and Industries will be available for review at the L&I website at: www.lni.wa.gov/prevailingwage and are incorporated into this Agreement as if set forth herein.

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

17.5 The Contractor and all Subcontractors are required to pay into an appropriate joint labor/management employee benefit trust(s) ("Trust Fund"), regardless of whether they are participating in an employer-sponsored benefit plan(s). The Contractor and its Subcontractors are required to complete the appropriate Trust Fund documents with assistance from the appropriate Unions and submit the documents to the Trust Fund for each worker and pay into such Trust Fund as required by that Trust Fund's schedule.

If any Subcontractor does not pay into the Trust Fund, the Union may provide notice to the Contractor and King County in the form of a grievance or other communication and,

(A) If after ten (10) business days from such notice, delinquencies remain unpaid, the Contractor (if different) shall withhold an amount to cover the delinquency from any unpaid funds otherwise due and owing to

the delinquent Subcontractor and shall not release such withholding until the delinquent Subcontractor complies.

(B) The delinquent Subcontractor, and the Contractor (if different), by mutual agreement, may identify other agreeable solutions that assure timely payment to the Trust Fund(s).

17.6 Copies of the Union Trust Agreements are available upon request.

17.7 All Subcontractors shall notify the appropriate Union(s) when their scope of work is completed on the project.

ARTICLE 18 – SAFETY, HEALTH, AND SANITATION

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

18.2 The Contractor and Subcontractors, 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.

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

18.4 The Contractor or its Subcontractors shall provide adequate sanitary toilet facilities, water and clean up facilities for the workers. Dry shacks for breaks and workers personal equipment storage shall be per the local CBAs.

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

18.6 All required safety equipment shall be provided by the Contractor or its Subcontractors.

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

ARTICLE 19 – MISCELLANEOUS PROVISIONS

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

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

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

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

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

ARTICLE 20 – NO STRIKE-NO LOCKOUT

20.1 During the term of this MCWA there shall be no strikes, picketing, work stoppages, slowdowns, or other disruptive activity at the Project Site(s) by the Union, its applicable Local Union or by any workers, and there shall be no lockout by the Contractor. Failure of any Union, Local Union, or workers to cross any picket line established at the Project Site is a violation of this Article.

20.2 The Union and its applicable Local Union shall not sanction, aid or abet, encourage, or continue any work stoppage, strike, picketing or other disruptive activity at the Contractor's Project Site and shall undertake all reasonable means to prevent or to terminate any such activity. No worker shall engage in activities which violate this Article. Any worker 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.

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

20.4 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.

20.5 There shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity at the Project Site during the duration of this MCWA. 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 20.6 of this Article.

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

- (A)** The Party invoking this procedure shall notify (to be mutually determined) who the parties agree shall be the Arbitrator under this procedure. Notice to the Arbitrator shall be by the most expeditious means available, with notice by facsimile, email, or any other effective written means, to the Party alleged to be in violation and the International Union Representative, or their designee, 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 the end of the hearing and may be issued without an opinion. If any party desires an opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of the award. The Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.
- (E) Such award may be enforced by any court of competent jurisdiction upon the filing of this MCWA and all other relevant documents referred to herein above in the following manner. Facsimile or expedited mail or personal service of the filing of such enforcement proceedings shall be given to the other Party. In the proceeding to obtain a temporary order enforcing the Arbitrator's award as issued under Section 20.6 of this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any Party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all Parties by hand or by delivery to their last known address by registered mail.
- (F) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance therewith, are hereby waived by the Parties to whom they accrue.
- (G) The fees and expenses of the Arbitrator shall be borne by the Party or Parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving Party.
- (H) If the Arbitrator determines that a work stoppage has occurred in accordance with Section 20.6 (D) above, the Party or Parties found to be in violation shall pay as liquidated damages the following amounts: For the first shift in which the violation occurred, \$10,000; for the second shift, \$10,000; for the third shift, \$10,000; for each shift thereafter on which the craft has not returned to work, \$10,000 per shift. The specific damages in this Section shall be paid to the Owner. The Arbitrator shall retain jurisdiction to determine compliance with this Section and Article.

20.7 The procedures contained in Section 20.6 through 20.6 (H) shall be applicable to violations of this Article. Disputes alleging violation of any other provision of this CWA, including any underlying disputes alleged to be in justification, explanation, or mitigation of any violation of this Article, shall be resolved under the grievance adjudication procedures of Article 22 Grievance Procedure.

20.8 The Owner and Contractor are each a party of interest in all proceedings arising under this Article and Articles 21 and 22 and shall be sent copies of all notifications required under these Articles and shall initiate or participate as a full party in any proceeding initiated under this Article.

ARTICLE 21 – CRAFT JURISDICTION AND JURISDICTIONAL DISPUTES ADJUSTMENT

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

21.2 All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions, Western States Regional Council of Carpenters, Parties to this MCWA, shall be settled and adjusted according to The Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding, and conclusive on the Contractors and Unions parties to this MCWA. Written notification and a copy of the decision shall be provided to the Owner.

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

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

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

ARTICLE 22 – GRIEVANCE PROCEDURE

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

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

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

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

(B) Step 2. The International Union Representative or designee and the involved Contractor(s) shall meet within seven (7) working days of the referral of a dispute to arrive at a satisfactory settlement thereof.

Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) working days thereafter.

(C) Step 3. If the grievance has been submitted but not adjusted under Step 2, either Party may request in writing, within seven (7) working days thereafter that the grievance be submitted to the mutually agreed upon Arbitrator. The decision of the Arbitrator shall be final and binding on all Parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor(s) and the involved Local Union(s). Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step in the grievance procedure where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented, and shall not have authority to change, amend, add to, or detract from any of the provisions of this MCWA.

22.4 The Owner and Contractor shall be notified of all actions at Steps 1, 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE 23 – GENERAL SAVINGS CLAUSE

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

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

ARTICLE 24 – TERMS OF AGREEMENT

24.1 This Community Workforce Agreement shall become effective upon execution and shall continue in full force and effect for each Covered Project(s) for a period of five (5) years, and until the Project(s) are completed or abandoned by the Owner. Either party desiring to extend this CWA beyond the term, shall make such intention known to the other party by written notice no earlier than six (6) months prior to the expiration date. The Parties may mutually agree in writing to amendments or modifications to this agreement.

The Owner and the Unions recognize that if any provision of this agreement shall be held invalid in any court or other Government action, the remaining provisions shall not be affected. Upon such invalidation, both parties agree to meet to re-negotiate such parts or provisions affected.

24.2 During the completion phase of the Project, the following procedures will remain in effect:

(A) Turnover: Construction of any phase, portion, section, or segment of the project shall be deemed complete when such phase, portion, section, or segments has been turned over to the Owner by the Contractor(s) and the Owner has accepted such phase, portion or segment. As areas and systems of the project are inspected and construction tested and/or approved by the Owner, the agreement shall have no further force or effect on such items or areas, except when a Subcontractor is directed by the Contractor(s) or the Owner to engage in repairs or modifications required by its contract(s) with the Owner.

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

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

FOR THE PARTIES:

King County

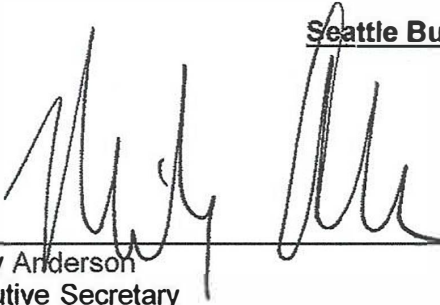


Shannon Braddock
King County Executive

4-28-25

Date:

Seattle Building & Construction Trades Council



Monty Anderson
Executive Secretary

4-28-25

Date:

Western States Regional Council of Carpenters



Antonio Acosta
WSRC of Carpenters Regional Manager

4-28-25

Date:

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

DocuSigned by:
Signature: Todd Mitchell
535A054428A84FE
Todd Mitchell
Business Manager

BAC Local 1 Washington/Alaska

Signed by:
Signature: LOWELL GLODOWSKI
Lowell Glodowski
President/Business Manager

Boilermakers Local 502

Signed by:
Signature: Tracey Eixenberger
Tracey Eixenberger
Business Manager

Cement Masons & Plasterers Local 502

Signed by:
Signature: Eric Coffelt
Eric Coffelt
Business Manager

IBEW Local 46

Signed by:
Signature: Sean Bagsby
Sean Bagsby
Business Manager

IUPAT District Council 5

DocuSigned by:
Signature: Debbie Springer
Debbie Springer
Business Manager

Elevator Constructors Local 19

Signed by:
Signature: Patrick Strafer
Patrick Strafer
Business Manager

UA Plumbers & Pipefitters Local 32

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

Iron Workers Local 86

DocuSigned by:
Signature: Bob Korth
Bob Korth
Business Manager

Roofers Local 54

Signed by:
Signature: Eddy Ramos
Eddy Ramos
Business Manager

Laborers Local 242

Signed by:
Signature: Dale Cannon
Dale Cannon
Business Manager

Operating Engineers Local 302

DocuSigned by:
Signature: Darren Konopaski
Darren Konopaski
Business Manager

Sheet Metal Workers Local 66

Signature: Devin Leingang
Devin Leingang
Business Manager

Sprinkler Fitters Local 699

Signature: Scott Peterson
Scott Peterson
Business Manager

Teamsters Local 174

Signed by:
Signature: Carl Gasca
Carl Gasca
JC-28 Construction Chair



LETTER OF ASSENT FOR THE

**King County**

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, agrees to be a party to and be bound by the Master Community Workforce Agreement and in further consideration of the mutual promises made in the Master Community Workforce Agreement, a copy of which was received and is acknowledged, hereby:

- (1) On behalf of itself and all its workers, accepts and agrees to be bound by the terms and conditions of the Master 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 worker(s) to being prohibited from the Project Site until full compliance is obtained.
- (2) The undersigned accepts and agrees that the scope of the no-strike clause of the Master Community Workforce Agreement does not apply to offsite activities other than dedicated fabrication facilities.
- (3) Certifies that it has no commitments or agreements which would preclude its full compliance with the terms and conditions of said Master Community Workforce Agreement.
- (4) Agrees to secure from any Contractor(s) (as defined in said Master 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
<input type="text"/>	<input type="text"/>
UBI Number	Print Name and Title
<input type="text"/>	<input type="text"/>
Phone Number	Contractor/Company name
<input type="text"/>	<input type="text"/>
General Contractor	Subcontractor to (if applicable)
<input type="text"/>	<input type="text"/>
Jobsite Address	Billing Address
<input type="text"/>	<input type="text"/>
Date	Signature of Authorized Representative
<input type="text"/>	<input type="text"/>

EXHIBITS

- Exhibit 1:** The Plan for the Settlement of Jurisdictional Disputes
- Exhibit 2:** Teamster LU 174 LOU
- Exhibit 3:** Craft Worker Request Form
- Exhibit 4:** King County Priority Hire Zip Codes

EXHIBIT 1

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

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

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

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

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

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

EXHIBIT 2

Letter of Understanding between Teamsters Local Union No. 174 and King County

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

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

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

1. Article 4 applies with full force and effect to all Contractors and Subcontractors of whatever tier who have been awarded contracts related to the work of truck drivers that is performed in the execution and within the scope of this MCWA. Thus, all such Contractors and Subcontractors must, among other things, comply with the requirement set forth in Article 9, Section 9.4, all truck drivers who perform work within the scope of this agreement shall be dispatched by Teamsters Local 174, except insofar as limited by the other provisions of Article 9.
2. The term "worker(s)" as used in Article 9, is defined for the purposes of this Letter of Understanding to include any person who is performing the work of a truck driver in the execution and within the scope of this project, unless modified by the terms of this LOU.
3. At the request of any Contractor or Subcontractor, that Contractor or Subcontractor may choose to utilize as persons performing the work of truck drivers on this project persons who are already in possession of or who wish to provide their own vehicles (hereafter, "owner-operators"). Use of owner-operators is governed by the following rules:

3.1 Pursuant to the requirements of Article 9, Section 9.4, owner-operators working on the project must be dispatched by Teamsters Local 174.

3.2 Owner-operators will receive a compensation package equivalent to the prevailing wage that is applicable to all other workers who are dispatched by Local 174 to the Contractor or Subcontractor. Owner-operators will also be reimbursed at the rates established by Local 174 and approved by King County for the use of owner-operator vehicles such rates shall be based on and shall not exceed the area standard for fair market value for the use of the equipment.

For the purposes of this Letter of Understanding, an owner-operator is defined by WAC 296-127-026.

3.3 All Subcontractors regardless of tier shall provide a compensation package which is equal to or greater than the established prevailing wage for the worker classification affected by this agreement.

3.4 For the purpose of clarification of this document, if an Owner Operator should expand his/her business opportunities and acquire employees working on the project, apprenticeship goals contained in the PLA will apply.

King County

Date

Teamsters Local 174

Date

EXHIBIT 3

CRAFT WORKER REQUEST FORM

**Finance and Business Operations Division
Business Development & Contract Compliance**

Project Name/Contractor: _____ | **Name:** Prime or Subcontractor

INSTRUCTIONS

Contractor: Complete and email this form to the applicable union(s) to request craft workers that fulfill all hiring requirements for the King County project. After emailing your request, call the Local Union to verify receipt and substantiate their capacity to furnish prioritized, preferred entry or general dispatch as requested. Then, save a copy of your sent email and a copy of this request for your records.

Union:

Complete the **"Union Use Only"** section and email this form back to the requesting contractor. Retain a copy of this form for your records.

To: _____	Local: _____	Fax: () _____	Date: _____
From – Company Name: _____			
Person Sending: _____		Contact Phone: () _____	

Please provide me with union craft workers per the King County MCWA for this project that fulfills the goals and requirements as defined below:

- ☐ **Priority Hire Journey Worker XX%:** Craft employees residing in the ZIP codes listed on the back of this form.
- ☐ **Priority Hire Apprentice Worker XX%:** Craft employees residing in the ZIP codes listed on the back of this form.
- ☐ **Preferred Entry 20%:** Preferred Entry (PE) Apprentices dispatched to King County projects must meet Preferred Entry criteria: 20% of Preferred Entry workers must come from a registered pre-apprenticeship program.
- ☐ Aspirational Goals to hire women apprentices.
- ☐ Aspirational Goals to hire minority apprentices.
- ☐ General Dispatch (Not including the Priority Hire Worker requirements or Preferred Entry apprenticeship criteria)

Job/Craft Description	Journeyman/Apprenticeship Level	Number Requested*	Report Date	Report Time

Total Workers Requested:

*Contractors **WILL NOT** be credited with placement for Preferred Entry workers employed (turned around) with less than 350 hours of work on a job call from the hall.

Please have worker(s) report to the following address indicated below:

Site Address: _____
Report to (ON-SITE CONTACT NAME): _____
On-Site Phone: () _____ Cell: () _____
Comments or special requirements: _____

CRAFT WORKER REQUEST FORM; CONTINUED

Finance and Business Operations Division
Business Development & Contract Compliance

FOR UNION USE		
Worker Name	Address	Zip Code

For Union use only:

Requested Dispatch

Available For Dispatch

Unavailable For Dispatch**

Priority Worker (ZIP code resident)

☐
☐

Preferred Entry Apprentice

☐
☐

Woman and/or person(s) of color

☐
☐

General Dispatch

EXHIBIT 4 KING COUNTY PRIORITY ZIP CODES

Wastewater Division Projects*****

ZIP Code	Neighborhood or City	ZIP Code	Neighborhood or City
98001	Auburn	98106	Delridge
98002	Auburn	98107	Ballard
98003	Federal Way	98108	S. Beacon Hill / South Park
98007	Bellevue	98109	Queen Anne
98023	Federal Way	98118	Rainier Valley / Rainier Beach
98030	Kent	98121	Belltown
98031	Kent	98122	Central District
98032	Kent	98125	Lake City
98036	Lynnwood*****	98126	Delridge
98037	Lynwood*****	98133	Bitter Lake
98043	Mountlake Terrace*****	98134	Industrial District
98047	Pacific	98144	Mount Baker
98055	Renton	98146	White Center
98056	Renton	98148	Burien
98057	Renton	98168	SeaTac / Tukwila
98087	Lynnwood*****	98178	Rainier Beach
98092	Auburn	98188	SeaTac / Tukwila
98101	Downtown	98198	Des Moines
98102	Capitol Hill/Eastlake	98204	Everett*****
98103	Green lake	98208	Everett*****
98104	Downtown / I-District	98251	Gold Bar*****
98105	Laurelhurst / U-District	98321	Buckley*****

Note: King County has recently initiated a ZIP code analysis in the County and the list will be updated in 2025 pending King County Council approval.