

**PROJECT LABOR
AGREEMENT FOR**

Port Gardner Storage Facility

**by and between
The CITY OF EVERETT**

**and
NORTHWEST WASHINGTON
BUILDING AND CONSTRUCTION TRADES COUNCIL**

**and the
WESTERN STATES REGIONAL COUNCIL OF CARPENTERS**

**and the
CRAFT UNIONS & DISTRICT COUNCILS
SIGNATORY TO THIS AGREEMENT**

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PROJECT LABOR AGREEMENT

PREAMBLE

This Agreement is entered into by and between the City of Everett, ("City" or the "Owner"), the Contractor selected for the covered project defined below, (hereinafter "General Contractor") and the subcontractors (hereinafter "Subcontractors") performing covered work as defined in Section 2.1 (the General Contractor and all Subcontractors collectively hereinafter "Employers" or "Contractors" and each an "Employer" or "Contractor") for the construction of the Port Gardner Storage Facility Project in Everett, Washington (hereinafter "Project" or "covered project") and the Northwest Washington Building and Construction Trades Council ("Council"), the Western States Regional Council of Carpenters and the Local Unions and District Councils signatory to this Agreement and having members employed on the project (collectively hereinafter "Unions"). This Agreement is referred to herein as "Agreement" or "PLA".

WHEREAS the General Contractor will enter into a public works contract with the City of Everett (the "Owner") for the construction of the Port Gardner Storage Facility Project, in Everett, Washington.

AND WHEREAS, the Employers and Unions (Collectively Hereinafter "Parties"), desire to ensure stable relations for the benefit of the Owner, the Project and the community:

THEREFORE, the Parties agree as follows:

ARTICLE 1
PURPOSE

- 1.1. The purpose of this Agreement is to ensure that all work on this Project shall proceed continuously and without interruption.
- 1.2. It is the objective of the Parties that the construction of this Project will be a benefit to the Owner, the Employers, the Unions, and the community and it is recognized by all parties that harmonious labor-management relations are the result of responsible conduct by the Unions and the Employers employing building trades people, and it is our mutual desire to promote these relationships on this Project.
- 1.3. The parties hereby agree and do establish and put into practice, as set forth in Articles 6 & 7, effective and binding methods for the settlement of all misunderstandings, disputes or grievances that may arise so that the parties are assured of complete continuity of operation, without slowdown or interruption and that labor-management peace is maintained for the life of this construction Project.
- 1.4. The parties agree that this Agreement is a valid Section 8(f) pre-hire agreement within the meaning of Section 8(f) of the National Labor Relations Act, 29 U.S.C. § 158(f).
- 1.5. The Parties agree that all contractors, subcontractors, or other persons or entities performing covered work under this PLA and in accordance with RCW 39.12 will comply with and become a party to this Agreement by executing the Letter of Assent (EXHIBIT 1) attached hereto. The Parties further agree that the Employers will evaluate all proposals without regard to whether the submitting party is otherwise party to any collective bargaining agreements.

ARTICLE 2
SCOPE AND DURATION OF AGREEMENT

- 2.1. The applicability of this Agreement shall be limited to the Port Gardner Storage Facility Project. The Agreement will not obligate Employers performing work under this Agreement, to become signatory to any national or local area-wide master labor agreement. The Agreement does not extend to any of the Employer's parents, partners, subsidiaries or affiliates.
- 2.2. Except to the extent modified by this Agreement, the terms and conditions contained in the Unions' Agreements, and their successor Agreements apply. Such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), work within the jurisdiction of the International Union of Elevator Constructors, and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National agreement for Instrument and Control Systems Technicians.
- 2.3. Work performed off-site, specifically and exclusively for the covered project shall be compensated at rates not less than the prevailing wage for the applicable classification in Snohomish County.

ARTICLE 3
UNION RECOGNITION, UNION REFERRAL,
HIRING PROCEDURES, and WAGES AND BENEFITS

- 3.1. The Employers recognize the Union(s) as the sole and exclusive collective bargaining representative for craft workers, performing covered work on the Project.
- 3.2. No worker covered by this PLA shall be required to join any Union or pay dues or dues equivalent as a condition of being employed on the Project. The Contractors agree to deduct Union dues or dues equivalent, whichever is applicable from the pay of any worker who executes a voluntary authorization for such deductions and to remit the dues to the Union or Council.
- 3.3. For Local Unions having a job referral system, the General Contractor agrees to comply with such system, and it shall be used exclusively by the General Contractor and Employers. 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.
- 3.4. By Contractor or Subcontractor request, the Unions shall prioritize dispatch of Priority Hire Workers who are residents of Snohomish County.
- 3.5. In consideration of the mutual desires of the General Contractor, City and the Union that all construction work proceeds efficiently and economically, that the Project attract and retain an adequate supply of skilled workers, and that labor standards, wages and working conditions of the workers be protected, the parties agree that:
 - (a) All workers performing project work under this Agreement shall be classified in accordance with work performed as defined by RCW 39.12. Contractors of every tier recognize the Prevailing Wage for each craft that has been established by the Department of Labor & Industries at the time the General Contractor contract with City of Everett is executed. Once established, that Prevailing Wage shall remain in effect for the duration of the Project.

Contractors will recognize all changes of wages and benefits on the effective date(s) in the individual craft local CBAs covering Snohomish County. If there are multiple craft local CBAs in Snohomish County, the CBA that prevailed at the time of Project contract award shall be the applicable CBA for purposes of wages and benefits. It is further agreed that any retroactive increases will be recognized provided it is part of the negotiated settlement.

All wage increases required by this Section (3.5a) shall be made effective the first full pay period following the effective date of such increase in the applicable craft local collective bargaining agreement

- (b) All Contractors shall make contributions in the amounts designated in the appropriate prevailing wage determination for fringe benefit contributions to each of the applicable Schedule A Funds and will make all worker-authorized deductions in the amounts designated. Such contributions shall be made in compliance with the applicable prevailing wage determination and shall be due and payable on the due date contained in the applicable Schedule A. Payment of cash in lieu of contributions shall not be permitted.
- (c) All Contractors adopt and agree to be bound by the written terms of the legally established trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Schedule A Funds.

The Parties will work collaboratively with the relevant trust funds to explore options for providing flexibility or grace periods in cases where small contractors face delayed payment from the General contractor, with the goal of avoiding unnecessary penalties.

- 3.6. 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 PLA. 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 will honor, up to a maximum of five (5) designated Journey level Core workers. Each Contractor may request by name and have dispatched up to five (5) Core Workers, of whom at least two (2) may be registered apprentices from a state-approved apprenticeship program(s). Contractor(s) must first demonstrate that Journey level Core workers possess the following qualifications:

- 1. Possess any license required by State or Federal law for the project work to be performed.
- 2. Have worked a total of at least one thousand two hundred (1,200) hours in the construction craft over the last two (2) year period from the date of dispatch to the Covered Project.
- 3. 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.
- 4. Have the ability to perform safely the basic functions of the applicable trade.
- 5. Contractors and Subcontractors within their first three years of business can exempt their Core Workers from the minimum hours and active payroll requirements as described in 1 & 2. 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.

3.7. Core workers who meet the aforementioned qualifications will be dispatched as follows: The Contractor or any Subcontractor may request by name and the Union will honor by referral up to a maximum of five (5) designated Core workers on an alternating basis as follows with the Contractor or its Subcontractors selecting first:

1. Core Worker
2. Core Worker
3. Union Worker
4. Union Worker
5. Core Worker
6. Union Worker
7. Core Worker
8. Union Worker
9. Core Worker

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

1. Core workers of Contractors or Subcontractors which may not currently have had a relationship with the Unions signatory to this Agreement are also required to be dispatched from Union hiring halls.
2. For the duration of the Contractors' work, the ratio of Core workers to hiring hall referrals shall be maintained. When the Contractor's workforce is reduced, reductions shall follow a "last in – first out" process regardless of union status.
3. The Contractor and any of its Subcontractors attempting to circumvent the hiring provisions of this Agreement by misclassifying any of its workers as supervisors or foremen shall forfeit their right to employ Core workers on this project.
4. No worker covered by this Agreement 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).

3.9. Subject to the terms and conditions herein, to the extent the Contractor and its Subcontractors, despite reasonable efforts, including dispatch of workers within 48 hours (excluding weekends and holidays), are unable to meet the objectives and requirements set forth in this Article through use of craft worker 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 4
HELMETS TO HARDHATS & APPRENTICESHIP

- 4.1. The Employers and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment ("Center"), a Joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section 186(c)(9), and a charitable tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.
- 4.1.1. The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans and members of the National Guard and Reserves interested in working on this Project and apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans and members of the National Guard and Reserves for bona fide, provable past experience.
- 4.1.2. In recognition of the work of the Center and the value it will bring to the Project, within 10 days of the first hour of Covered Work being performed on the Project, the parties will encourage the General Contractor to make voluntary donations to the Center on behalf of itself and all other Employers employing workers under the terms of this Agreement.
- 4.2 The Unions and Employers agree to promote apprenticeship work opportunities for local area residents and contractors in the building and construction trades on the Project. The parties recognize the importance of helping to build a local, diverse construction workforce in order to build a stronger and more vibrant community. Prior to all work on the Project, all Employers working on the Project, including the General Contractor and all Subcontractors of every tier, must sign a Letter of Affirmation confirming that: 1) the Employer participates in an Apprenticeship Program certified by the State of Washington, 2) the Employer will accept female apprentices, apprentices of color and military veteran apprentices prior to commencing work on the Project; and 3) the Employer will report to the Council the number of such apprentices and the hours worked by each apprentice on the Project. The Unions shall assist Employers in locating and supplying apprenticeship labor in each craft who will participate in training and on the job opportunities to increase the skills of the workforce in the local area.

- 4.3. The Owner shall establish a minimum Apprenticeship Utilization Requirement (AUR), with the goal of not less than fifteen percent (15%) of the total Project labor hours utilized per craft with sufficient hours to support work performed by Apprentices registered with the Washington State Apprenticeship Training Council (WSATC).

ARTICLE 5
CONTINUITY OF THE WORK

- 5.1. The principal purpose of this Agreement is that it provides the Employers, Unions, and the Owner with the assurance that there will be no strike, picketing, work stoppage, lockout or slowdown at the project site for the duration of this Agreement. It is agreed, therefore, as follows:
- 5.2. During the existence of this Agreement, there shall be no strike, or work stoppage at the project site and there shall be no lockout by the Employers. It is agreed, however, that the Employers may lay off workers for lack of work or in the event that a strike, picketing or other work stoppage impedes the work of the Project.
- 5.3. No picket lines or other actions of the type described in section 5.2 will be established at the Project by any of the Unions. The Unions agree that they will not sanction in any way any picket line, organized or endorsed and will affirmatively take all measures necessary to effectively induce its members to cross the picket line and report for work as scheduled and that responsible representatives of the Unions who are employed on the Project will also do so themselves.
- 5.4. Notwithstanding the provisions of section 5.2, it is agreed that the particular Union involved retains the right to withhold the services of its members (but not a right to picket) from an Employer who fails to timely pay its regular payroll or who fails to make timely payments to the Unions' Health & Welfare, Pension, Vacation and Holiday, Apprentice and Training, or Industry Funds in accordance with the provisions of the Master Labor Agreement that is applicable to the Employer's workers. However, prior to withholding its members' services on account of a failure to make timely payments to the Unions' Health & Welfare, Pension, Vacation and Holiday, Apprentice and Training, or Industry Funds, the Union involved will give fifteen (15) days written notice of such failure by registered or certified mail, return receipt requested, to the involved Employer and the General Contractor. Representatives of the parties to the dispute will meet within this period to attempt to resolve the dispute.
- 5.5. It is specifically agreed that there shall be no strike, picketing, work stoppage, lockout or slowdown at the site of the project as a result of the expiration of any local, regional or other applicable Master Labor Agreement having application at the Project and/or the failure of the parties to that Master Labor Agreement to reach a new contract.

ARTICLE 6
JURISDICTIONAL DISPUTES

- 6.1. The assignment of work will be the responsibility of the Employer performing the work involved, and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.
- 6.2. All jurisdictional disputes between Unions signatory to the Agreement and Employers shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions.
- 6.3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature and the Employer's assignment shall be adhered to until the dispute is resolved. Workers violating this section shall be subject to immediate discharge.

ARTICLE 7
GRIEVANCE AND ARBITRATION PROCEDURE

- 7.1. The parties hereby agree that all disputes or grievances between Employers and Unions, other than disputes arising from any strike, picketing, slowdown, lockout or other work stoppages of any kind under Article 5 or any jurisdictional disputes under Article 6, shall be handled in accordance with the following procedures:
- 7.2. Step 1. If there is a dispute or grievance, the parties shall first attempt to settle the matter by oral discussion no later than ten (10) business days after the occurrence, first giving rise to the dispute or grievance. The requirement to settle the matter within (10) days will commence upon notice being provided to the Employer. If the matter is not resolved within ten (10) business days after the oral discussion, the dispute or grievance shall be reduced to writing.
- 7.3. Step 2. If the matter is not resolved in Step 1, the written grievance shall be provided to the other party with a copy given to the General Contractor no later than ten (10) business days after the Step 1 oral discussion. The parties shall meet to try to settle the matter within ten (10) business days of the written grievance.
- 7.4. In the event a dispute cannot be satisfactorily resolved at Step 2, either party may submit the dispute to arbitration by written notice within ten (10) business days (or such longer time as mutually agreed) of the Step 2 meeting. An arbitrator shall be selected from a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The responding party shall strike one of the arbitrators from the list, and the grieving party shall strike the next arbitrator from the list, until one arbitrator is left, who shall hear the case. The arbitrator's decision shall be final and binding upon the parties. The arbitrator shall not have the authority to alter, amend, add to, or delete from the provisions of this Agreement in any way. The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the parties (i.e. conference room, court reporter, etc.) in arbitration, shall be divided equally by the parties to arbitration. Should any party seek confirmation of the award made by the arbitrator, the prevailing party shall be entitled to receive its reasonable attorney fees and costs.
- 7.5. Absent a written extension, the failure to timely raise, file or appeal any grievance within the time limits set forth above will result in the grievance being waived.

ARTICLE 8
SAFETY AND SANITATION

- 8.1. All Federal and State safety rules, regulations, orders, and decisions shall be binding upon the Employers and shall be applied to all work covered by this Agreement.
- 8.2. It will not be a violation of this Agreement, if an Employer considers it necessary to shut down to avoid the possible loss of human life, because of an emergency that could endanger the life and safety of a worker. In such cases, workers will be compensated only for the actual time worked. In the case of a situation described above whereby the Employer requests workers to stand by, the workers will be compensated for the "stand by time."
- 8.3. Separate toilet facilities, with access to running water for handwashing, and handwashing stations shall be provided close to the site of work and in equally accessible locations for both men and women. The facilities shall be clearly marked "Men" and "Women." The Women facilities shall have a lock on the outside, with keys provided to women for access. All facilities shall be cleaned at least once daily and shall be examined prior to the start of each shift to ensure they are clean and that sanitary toilet paper, soap, and paper towels are stocked. The Women facilities shall maintain a supply of appropriate hygiene products for women.

ARTICLE 9
GENERAL SAVING CLAUSE

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

ARTICLE 10
PRE-JOB CONFERENCE

- 10.1. The General Contractor will conduct a pre-job conference with the Union(s), the Council and all other Employers prior to commencing work. The General Contractor shall notify the Council of all Employers that have been awarded project work ten (10) working days in advance of all such conferences and each such Employer shall participate in such conferences. One week after the pre-job conference and prior to starting work, the General Contractor and all Employers shall submit a final trade assignment. All work assignments shall be disclosed by each Employer at the pre-job conference and such assignments shall be made in accordance with industry practice. Should additional project work not previously included within the scope of the project work be added, the Employer performing such work will conduct a separate pre-job for such newly included work.
- 10.2. Employers who have performed or are performing work on any other regional PLA or CWA projects may be eligible for a waiver of the pre-job conference. Waivers requests must be submitted to the Council a minimum of three weeks prior to the start of work. If the waiver is denied, the Employer is required to attend a pre-job conference prior to starting work according to the process stated above.

ARTICLE 11
PRIORITY HIRE PROGRAM

- 11.1. The Owner has project specific Priority Hire requirements for the Covered Project (Priority Hire Program) that directs the Contractor and Subcontractors to prioritize utilization of qualified and competent workers from Snohomish County ("Priority Hire Workers"). The Priority Hire Program for Project is designed to prioritize the recruitment and placement of economically disadvantaged local workers on the Project. The Program is intended to help address construction workforce shortages, and improve the well-being of individuals who live locally in Snohomish County, while focusing on participation by Apprentices and Journey level construction workers who have been historically underrepresented in the construction industry.
- 11.2. The first month following issue of the notice to proceed and until the General Contractor obtains written final acceptance from the Owner, the General Contractor shall submit a monthly report for itself and all Subcontractors and suppliers to the Administrator. The General Contractor must report on meeting the requirements of Article 11, and the Construction Contracts in a certified payroll tracking system that meets industry standards and is approved by the Owner.

Contractors and Subcontractors must also report on worker demographics and other pertinent information requested by the Owner.

- 11.3. The Contractor's failure to allow adequate time to comply with the requirements and processes of the Agreement 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 Owner that supports its best efforts for meeting Priority Hire requirements and an action plan detailing methods and/or steps to be taken to achieve said requirements.

ARTICLE 12 PREFERRED ENTRY PROGRAM

- 12.1. The City supports the development of a skilled construction workforce through appropriate Apprenticeship and Training Organizations, particularly for Priority Hire Workers and others facing significant employment barriers. The City also supports Pre-Apprenticeship programs in their goals to assist workers with particular barriers.
- 12.2. 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 City's population.
- 12.3. The Preferred Entry program, as defined by this Agreement will identify individuals from Snohomish County ZIP codes, 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 the City, supporting goals of workforce inclusiveness.
- 12.4. 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 Snohomish County ZIP codes. It is a goal that each Preferred Entry Apprentices be employed a minimum of 350 hours on the covered project. Contractors shall make good faith efforts or best efforts to achieve the minimum goal of 350 hours for Preferred Entry and will be reviewed at the Project Administrative Committee (PAC) meeting.
- 12.5. Contractors agree to hire Preferred Entry Apprentices as early as possible in the Project. If Preferred Entry Apprentices are available, proceed with the hiring process, as described in Article 3, and provide appropriate documentation to the Administrator. The hours worked by eligible Preferred Entry qualified Apprentices hired from Snohomish County ZIP codes will count towards the Contractors' accomplishment of the Priority Hire Worker requirements.

ARTICLE 13
PARKING

- 13.1 Craft worker parking in a secure lot for the project shall be designated by each Employer, which shall be made available at no cost for workers who are employed at the jobsite. Parking lots shall be maintained in accordance with applicable laws for safety and security.

ARTICLE 14 ASSIGNMENT

- 14.1 The City will provide project oversight and administration and enforcement of this Agreement, through a third-party administrator. Oversight and administration of this Agreement shall be conducted by a mutually agreed upon Third Party Administrator selected by the City. Intelligent Partnerships, Inc. has been selected by the City and mutually agreed upon to perform oversight and administration of this agreement.
- 14.2 The parties to this Agreement recognize the necessity of cooperation, communication and the elimination of disputes and misunderstandings. To this end the parties agree that a Project Administrative Committee (PAC) shall be established to address apprenticeship utilization, diversity, job progress, safety and any other relevant issues that will affect the project and promote harmonious and stable labor/management relations. Further, the General Contractor shall provide the Council with a full list of scopes and subcontractors as early as possible after project award and update the list as subcontractors are secured for the project.

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


ARTICLE 15
ENTIRE UNDERSTANDING

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the day ** and year **. **Date of last signature below

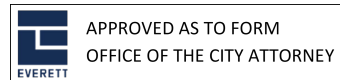
The officials signing this Agreement warrant and collectively bargain on behalf of the organizations whom they represent and the members of such organizations.

Owner: City of Everett

Signature:  _____

Cassie Franklin
Mayor

Date: 09/08/2025 _____




Attest:



UNIONS:

Northwest Building & Construction Trades Council, AFL-CIO

Signature:  _____
Andrew VanderStoop (Jul 18, 2025 13:33 PDT)

Andrew VanderStoop
Executive Secretary


Date: Jul 21, 2025 _____

Western States Regional Council of Carpenters

Signature: Antonio Acosta _____
Antonio Acosta (Jul 21, 2025 15:54 PDT)

Antonio Acosta
Regional Manager

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

Signature: 
[todd mitchell \(Jul 21, 2025 19:16 EDT\)](#)

Todd Mitchell
Business Manager

Boilermakers Local 502

Signature: Tracey Eixenberger
[Tracey Eixenberger \(Jul 23, 2025 14:01:24 PDT\)](#)

Tracey Eixenberger
Business Manager

IBEW Local 191

Signature: Randy Curry
[Randy Curry \(Jul 29, 2025 12:05:49 PDT\)](#)

Randy Curry
Business Manager

Elevator Constructors Local 19

Signature: Lindsay LaBrosse
[Lindsay LaBrosse \(Jul 30, 2025 14:42:15 PDT\)](#)

Lindsay LaBrosse
Business Agent

Iron Workers Local 86

Signature: Bryan Johnson
[Bryan Johnson \(Jul 29, 2025 12:20:50 PDT\)](#)

Bryan Johnson
President/Business Agent

LUINA Local 292

Signature: 
[Charles Burgess \(Jul 29, 2025 12:21:51 PDT\)](#)

Charles Burgess
Deputy Trustee

BAC Local 1 Washington/Alaska

Signature: Lowell Glodowski
[Lowell Glodowski \(Jul 29, 2025 12:40:17 PDT\)](#)


Lowell Glodowski
Business Manager

Cement Masons & Plasterers Local 528

Signature: Eric Coffelt
[Eric Coffelt \(Jul 29, 2025 12:40:17 PDT\)](#)

Eric Coffelt
Business Manager

Operating Engineers Local 302

Signature: 
[Tony Zempel \(Jul 29, 2025 13:47:30 PDT\)](#)

Tony Zemple
Business Agent

IUPAT District Council 5

Signature: 
[Anthony Thompson \(Jul 29, 2025 14:02:16 PDT\)](#)

Anthony Thompson
Business Manager

UA Plumbers & Pipefitters Local 26

Signature: Todd F. Taylor
[Todd F. Taylor \(Jul 29, 2025 14:07:39 PDT\)](#)

Todd Taylor
Business Manager

Roofers Local 54

Signature: 
[Eddy Ramos \(Jul 29, 2025 14:15:34 PDT\)](#)

Dave Bensen
Business Manager

Sheet Metal Workers Local 66

Signature: 
Devin Leingang (Jul 29, 2025 14:38:33 PDT)

Devin Leingang
Regional Manager

Sprinkler Fitters Local 699

Signature: Scott Peterson
Scott Peterson (Jul 30, 2025 13:44:46 PDT)

Scott Peterson
Business Manager

Teamsters Local 38

Signature: Samantha Katak
Samantha Katak (Jul 30, 2025 12:25:33 PDT)

Samantha Katak
Business Manager

EXHIBIT 1

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

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

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

Northwest Washington Building
and
Construction Trades Council

Pre Job
Conference Form

EXHIBIT 2



Please fill out the following pages. We recommend that you be as thorough as possible. If you have questions, please contact your contractor or your PLA Administrator.

Request for Waiver

Yes ☐

No ☒

The Contractor listed below requests a waiver of the Pre-Job Conference attendance requirement contained within the PLA. The contractor recognizes and agrees that the Northwest Washington Building and Construction Trades Council and the Affiliated Local Unions signatory to the PLA, retain their rights as stipulated in the PLA to deny this waiver request, and to challenge any proposed trade assignment. A contractor working for the first time under this PLA cannot waive attendance.

Northwest Washington Building
Trades Council

Date

Approved

Yes ☐

No ☐

Contractor Information

Contractor/Subcontractor Name

Pre-Job Meeting Date

Time: 1:00 pm

Location: Virtual/Hybrid

Project Name/Contract #

Contract Dollar Amount

Intent #

Office Contact:

Phone:

Email:

Superintendent

Phone:

Email:

Safety
Representative

Phone:

Email:

Scope of Work

(Describe the scope of work to be performed)

Will you be subcontracting to additional sub-contractors?

If yes, list sub-contractors and work description:

Yes ☒

No ☐

Sub-Contractor Name

Work Description

Current Union Agreements

--

Approx. Job Start Date:

Approx. Job End Date:

Work Shifts:

Weekly Pay Day

Proposed Trade Assignment

All Workers, including core employees, must be dispatched through Union hall. List trade assignments by craft including scope of work description for each assignment. List each piece of equipment planned for use by craft. Include all equipment and tools. If more space is required, attach additional sheets.

Craft	Scope	Equipment/Tools

Project Craft Demand List			
Craft	Peak	Average	Apprentices
Boiler Makers			
Brick/Stone/Marble/PCC/Tile/Terrazzo			
Carpenters			
Carpet, Lino & Soft Tile Layers Cement			
Masons			
Drywall Hanger/Metal Stud Framers Drywall			
Finishers			
Electrical Workers			
Elevator Constructors			
Glaziers			
Heat and Frost Insulators			
Iron Workers (Structural/Rebar)			
Iron Workers (Ornamental/Architectural)			
Laborers			
Millwrights			
Operating Engineers			
Painters			
Pile Drivers/Diver			
Plumbers & Pipefitters			
Plasterers/Fire Proofers			
Roofers			
Sheet Metal Workers			
Sign Makers/Painters			
Sprinkler Fitters			
Teamsters			

Pre-Job/Waiver Request

3 of 4

Core Employee

Contractor(s) or Sub Contractor(s) employing Core Employees must complete the following documentation.

Core Employee(s) must place their names with the respective Union Hall dispatch prior to the employee(s) start of work.

Core employee information provided by

Email Address

Core employee information verified by

Core Employee #1

Employee Name:

Hire Date:

Classification:

The employee has met the qualifications contained in the CWA/PLA

Yes

No

Core Employee #2

Employee Name:

Hire Date:

Classification:

The employee has met the qualifications contained in the CWA/PLA

Yes

No

Core Employee #3

Employee Name:

Hire Date:

Classification:

The employee has met the qualifications contained in the CWA/PLA

Yes

No

Core Apprentice #1 (if eligible)

Employee Name:

Hire Date:

Apprentice ID#

Classification:

Zip Code:

The employee has met the qualifications contained in the CWA/PLA

Yes

No

Core Apprentice #2 (if eligible)

Employee Name:

Hire Date:

Apprentice ID#

Classification:

Zip Code:

The employee has met the qualifications contained in the CWA/PLA

Yes

No

Form completed by

print name

date

Signature

**Northwest Washington Building
and
Construction Trades Council**

**Final Trade
Assignment**



Must be received by Northwest Washington Building Trades prior to starting work

Pre-Job meeting Date		Final trade assignment Date	
General Contractor		Project Name	
Contractor/Company		Contract #	
Name and Title		Phone	
Business Address		Email	

This serves as an official notification of the Trade Assignment(s) under the included scope(s) of work and fulfills contractor responsibility under the Project Labor Agreement to make trade assignments one week after attending the Pre-Job conference.

Unions not in agreement with these Final Trade Assignments may avail themselves of the jurisdictional resolution process found in the Project Labor Agreement Jurisdictional Disputes section. This provision allows for competing Unions to pursue their claims through the "Plan" without disrupting the work of the affected Contractor.

The following is the Final Trade Assignment for each task.

Scope of Work	Assigned to	Challenged by

Scope of work	Final Trade Assignment

Signature

EXHIBIT 3

Priority Hire: ALL of Snohomish County












PGSF_Project Labor Agreement_RS_SD

Final Audit Report

2025-09-08

Created:	2025-09-04
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAtQDkHPT9kvca-uT2wqOZLK5AEX69MLeh

"PGSF_Project Labor Agreement_RS_SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
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-  Document emailed to rsass@everetwa.gov for approval
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-  Email sent to rsass@everetwa.gov bounced and could not be delivered
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-  Marista Jorve (mjorve@everettwa.gov) replaced approver rsass@everetwa.gov with Ryan Sass (rsass@everettwa.gov)
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 Agreement completed.

2025-09-08 - 3:40:06 PM GMT