



# Student and Community Workforce Agreement (SCWA)

Seattle Public Schools (SPS) requires the Prime Contractor execute this "Student and Community Workforce Agreement" for each individual applicable SPS project, prior to SPS issuing a Notice to Proceed on the project.

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# **SEATTLE PUBLIC SCHOOLS**

## **STUDENT AND COMMUNITY WORKFORCE AGREEMENT**

MASTER TEMPLATE

Master Template Adopted and Executed October 1, 2020

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**STUDENT AND COMMUNITY WORKFORCE AGREEMENT**  
**Seattle Public Schools**

*PROJECT(S)*

For the following referenced Seattle Public Schools (“SPS”) public works project, this Student and Community Workforce Agreement (“SCWA”) is adopted on January 4, 2021, by and between XXXXX Seattle Public Schools, the Seattle King County Building and Construction Trades Council and the Northwest National Construction Alliance II acting on their own behalf and on behalf of their respective affiliates.

This SCWA covers the following SPS administered public works projects, hereafter referred to as “Covered Project(s)”: XXXX

**DEFINITIONS**

The following terms are used throughout this SCWA with the following meanings:

“**Bid**” means the initial solicitation (if a GC/CM or similar alternative procurement method) or the bid that awards the prime contractor.

“**Contractors**” means contractors of any tier, including prime contractors (as defined) and any other contractors of any tier.

“**Covered Project**” means the SPS administered public works project has named herein. The project has been estimated by SPS to cost \$5 million dollars or more in construction value (excluding contingency) at time of bid except when a project is exempted. Covered projects are those that are Bid by SPS after the adoption of the SCWA (October 1, 2020) and released for Bid within 5 years of that date unless otherwise exempted.

“**Exempted Projects**” are those the Seattle Public Schools Board of Directors has voted and approved to be exempted from the SCWA and that also meet one of the following criteria: when a project is required due to an emergency; when a project is subject to limitations of a sole source; a project secured or contracted through a purchasing cooperative association; when expressly prohibited by the project funding; and/or when superseded by safety or other legal requirements.

**“Qualified Workers”** are those that meet the entry requirements established for each respective apprenticeship program. It also includes journey level workers that meet the craft requirements for such designation.

**“Preferred Entry”** means individuals that graduate from a recognized pre-apprenticeship program and meet entry standards for a particular apprenticeship program.

**“Prime Contractor”** means the prime contractor, general contractor, GC/CM or a design- build contractor.

**“Superintendent of Seattle Public Schools”** means the Superintendent or their designee.

**“SPS Priority Hire”** means in order of priority:

1. SPS Students (former students, graduates and those who have an SPS high school of origin regardless of graduation status); and/or
2. Workers who have a currently enrolled SPS student in their household; and/or any resident of an Economically Distressed Zip Code within the SPS boundaries (see Attachment B).

**“SPS Diversity Hire”** means:

1. People of color who self-identify in any race/ethnic category except Unspecified and White (Caucasian). People of color includes workers identifying as Other, African American, Hispanic/Latinx, Asian, Pacific Islander, Native American or any other categories established by SPS for tracking and reporting. Those who identify as “Unspecified” will not be counted in either White or People of Color; and/or
2. Woman.

**“Unions”** means the Seattle King County Building and Construction Trades Council, and Northwest National Construction Alliance II, acting on their own behalf and on behalf of their respective affiliates and members whose names are subscribed hereto and who have, through their duly authorized officers executed this agreement.

## **PURPOSE**

The parties acknowledge that this SCWA provides:

1. Systematic changes to traditional construction hiring protocols, that provides meaningful race and social justice change by requiring hiring priorities and training priorities for those who are most under-represented in construction yet are of the highest

SPS priorities, including people of color particularly African-American males, former SPS students and current SPS households, those in economically distressed areas of the city, and women who are significantly under-represented in the construction trades;

2. Reliability and labor peace by ensuring access to a highly skilled work force, consistent and dependable worker safety and site conditions, agreed upon project and wage conditions, equitable working conditions, improved race and gender hiring and representation, and dispute resolution with no-strike and no lock-out provisions that ensure timely completion of projects without delays; and

3. Construction training and employment priorities that develop the local work force as well as providing student and family career opportunities, social and racial equity, especially for those in zip codes that also encompass SPS boundaries, and improved outcomes especially for SPS Students and individuals within SPS student households, as well as residents of economically distressed zip codes that also encompass SPS boundaries.

This SCWA establishes effective and binding methods to settle misunderstandings, disputes or grievances that may arise related to labor relations on a Covered Project. Such issues will follow the procedures described in ARTICLE XVII (Disputes and Grievances) and ARTICLE XVIII (Jurisdictional Disputes). Unions will not engage in any strike, slow-down, or interruption or other disruption or interference with the projects covered by this SCWA. Contractors agree to not engage in any lockout on a Covered Project.

This SCWA promotes access for women and people of color to meaningful work on SPS public works projects.

This SCWA supports Contractor efforts to utilize women-owned and minority-owned firms. Nothing in this SCWA shall minimize or relieve the Contractor from any contractual obligations to pursue utilization of such firms.

This SCWA supports development of a skilled construction workforce. This SCWA supports hire of pre-apprentice graduates and apprentices in Washington State Apprenticeship and Training Council (WSATC) registered training programs, SPS Students and those who have graduated from an SPS Pre-Apprentice training program, women, people of color and residents of neighborhoods within SPS boundaries that evidence significant economic distress.

The local region has economically distressed areas or neighborhoods with high unemployment and low incomes. Such economic distress has disproportionate effect on SPS students from such neighborhoods. This SCWA equalizes the opportunity for training and employment into the high-income, debt-free careers provided within the construction industry. To this end, this SCWA instructs dispatch of workers that reflect these priorities.

**ARTICLE I**  
**SCOPE OF AGREEMENT**

Section 1. This SCWA applies and is limited to the following projects. Each project stands separately from the other, and both projects are encompassed within this SCWA in full: Seattle Public Schools Northgate Elementary School Replacement Project and the Lincoln High School Phase 2 project.

Contractors of every tier who perform project work, agree to accept and be bound by all SCWA terms and conditions, and sign a Letter of Assent (Attachment A) representing their engagement as a signatory, or shall sign as a signatory to this SCWA, before commencing work. The Prime Contractor shall assure all sub-tier contractors who perform project work will comply with this SCWA and shall use appropriate measures to enforce and to support the enforcement actions of SPS.

If the SCWA is silent on any issue the local Collective Bargaining Agreement(s) shall prevail; where there is a conflict, the terms and conditions of this Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of ARTICLE XVI (No Work Stoppages and No Lockouts), ARTICLE XVII (Disputes and Grievances), and ARTICLE XVIII (Jurisdictional Disputes), which shall apply to such work on Covered Projects.

This is a self-contained, stand-alone Agreement in that Contractors are not obligated to sign any other local, area, or national agreement.

This agreement contains Attachments which may be updated from time to time. Updates to Attachment A (Letter of Assent) and Attachment C (Pre-Job Conference Form and Pre-Job Waiver Forms) shall be reviewed and mutually agreed upon by the Project Administrative Committee. SPS has sole discretion to update Attachment B (Priority ZIP codes).

Section 2. Nothing herein shall prohibit, restrict or interfere with any authority and responsibilities under the SPS contract given to or required of Contractor operation, work, or function that may occur at project sites.

Section 3. This SCWA is binding on the signatory parties hereto and Contractors who sign a letter of assent; it does not apply to their parents, affiliates or subsidiaries.

Section 4. SPS has the absolute right to award responsive and responsible qualified bidders for project contracts without reference to the existence of any agreements between such bidder and any party to this Agreement; provided that such bidder is willing, ready and able to assent to comply with this Agreement, should the bidder be designated the successful bidder.

Section 5. On-site construction work identified in RCW Chapter 39.12 (Prevailing Wages), will be subject to the SCWA.

Section 6. This SCWA does not apply to SPS workers and nothing herein shall prohibit or restrict SPS workers from performing work that's not covered.

Once work or portions of work on a Covered Project is completed and accepted by the SPS Board of Directors, this SCWA will have no further force or effect on that work, except when a Contractor is directed by the Prime Contractor or SPS to engage in repairs, modifications, check-out, and written warranty by the manufacturer. However, coverage of this SCWA will not extend beyond final closeout and acceptance by the SPS Board of Directors.

Section 7. SPS in its sole authority, may terminate, change, delay and/or suspend any or all portions of the SPS contract on a specific Covered Project.

Section 8. The liability of any Contractor and the liability of the separate unions under this Agreement shall be several and not joint. The Unions agree this Agreement does not have the effect of creating any joint employer status between or among SPS and any Contractor.

## **ARTICLE II**

### **PROJECT CONDITIONS**

#### **PRE-JOB, CONDITIONS, SAFETY, HEALTH & SANITATION**

Section 1. Pre-Job Conference. The Prime Contractor and the sub-contractors at all tier levels shall be required to provide to SPS completed pre-job form (Attachment C) and attend a pre-job conference at least two (2) weeks (and no more than 90 days) prior to the commencement of construction activities for each particular Contractor including any additions or expansion of the original scopes to the construction contract. The Contractor agrees that all sub-contractors will be required to arrange their attendance at such a pre- job conference by notifying SPS. The Contractor may attend with the subcontractor but is not required. In addition to the project information, the Prime Contractor and/or its sub- contractors will present all information available regarding the scope of work, craft trade assignments, self-performed work, sub-contractor list if applicable, a letter of assent, core worker list, start dates, duration of job, estimated peak employment, safety rules, and any other conditions deemed particular to the contract or subcontract.



The Prime Contractor shall provide the SCWA Agreement, apprenticeship requirements, Priority Hire requirements, Preferred Entry requirements, and Diversity hiring goals (if any) for the project to all Contractors.

Should any craft disagree with the Contractor's proposed classification for craft work at the pre-job meeting, it remains the full responsibility of the Contractor to select the prevailing wage and craft designation that the Contractor believes is appropriate.

However, the Contractor shall have the remaining week prior to submitting the Final Trades assignment and prior to the start of work on the site to consider the information provided and to determine if the Contractor wishes to modify their intended pay and craft designation. All Contractors shall confer with any craft challenging initial trade assignments prior to submitting a Final Trade Assignment (Attachment C).

Contractors shall file a Final Trade Assignment a minimum of one week after the pre-job conference and prior to starting work. A craft challenging a Contractor's Final Trade Assignment shall notify SPS.

The Prime Contractor and/or sub-contractors having previously attended a pre-job conference for any other regional PLA or CWA covered project may submit a request for a waiver through SPS to the Building Trades from attending the pre-job meetings provided they are performing the same scope of work.

Should an emergency make it impracticable for a Contractor to attend a pre-job two weeks ahead of commencing work, the Contractor may give less than two weeks' notice and request a pre-job meeting be scheduled accordingly by contacting SPS.

### **PARKING**

The Prime Contractor will ensure no-cost parking is available to workers within a four (4) block area from the project work site. Such parking may be either on-site parking, nearby off-site dedicated parking, or free on-street parking in the immediate residential area that is not restricted by designated neighborhood parking zone limitations during the project work hours.

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

## **SAFETY**

Section 3. It shall be the exclusive responsibility of the Contractor to ensure the safety and health of its workers and compliance with all such safety rules in accordance with the requirements of the Occupational Safety and Health Act (OSHA) as amended; the provisions of the Washington Industrial Safety and Health Act (WISHA), as amended; the requirements of Title 296 WAC, Department of Labor and Industries, and this SCWA, as well as the applicable SPS contract.

Contractors of every tier will provide a copy of the Contractor's safety rules at the pre-job conference. The Contractor is responsible for providing and maintaining personal protective equipment (PPE) per WAC 296, and appropriate replacement schedules of such PPE which may be subject to pre-job conference discussion by the Union with the Contractor. Safety rules shall be posted at the job site and shall be uniformly enforced.

Section 4. Should a Contractor seek to change any safety rule during a project, such proposed changes shall be discussed at Project Administrative Committee meetings (ARTICLE VII) prior to implementation.

Section 5. Rest Facilities: Adequate sanitary and restroom facilities will be provided at the work location to allow workers to wash-up before and after their meal and at appropriate breaks or other intervals where exposures create an appropriate risk for hand washing. The Contractor shall furnish warm, dry, lighted rooms of ample size equipped with heat for drying clothes and with benches and tables for use during meal periods. These are to be situated close to the site of the work and shall not be used for storage of materials or equipment.

## **ARTICLE III**

### **PAYDAY, WAGE RATES AND FRINGE BENEFITS**

#### **PAYDAY**

Section 1. Wages shall be paid weekly on an established payday before quitting time. Workers who quit shall be paid on the next regular pay day by mail to their last known address unless such workers give adequate notice to do otherwise.

Section 2. The Contractor will have the following options of making payment at the election of the employee in writing at the time of hire or with ten (10) business days' notice of a change: 1) negotiable check by a local bank, paid prior to quitting time at the job site; 2) direct deposit, into worker's bank account; or 3) by mail. If paid by mail, the check shall be postmarked no later than two business days prior to the established payday.

If the Collective Bargaining Agreement applicable to the craft of the worker who has been subject to a delinquent paycheck has penalties for such delinquencies, the Contractor is subject to payment of such penalties, in addition to all wages due to the worker.

Section 3. 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.

### **WAGE RATES**

Section 4. All workers covered by this SCWA shall be classified in accordance with the work performed and paid the hourly wage rates for those classifications, in compliance with the applicable prevailing wage 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 of any tier, or by any other person who performs a portion of the work within this SCWA.

The wages that shall apply are State of Washington prevailing wage rates for all workers, incorporating the Davis-Bacon Act wages (if applicable). Wage rates are those in effect at the time each Covered Project is bid, with changes as specified below. If both Davis- Bacon and State prevailing wage requirements apply, the higher wage rate will prevail.

Each September, Contractors of every tier shall incorporate all increases to such rates that are announced by the State or Federal government, as applicable, for the duration of each Covered Project. Federal updates to Davis Bacon wages will not be incorporated and updated until the annual September adjustment. Such increases shall be made effective the first full payroll period following the effective date.

Section 5. The workweek for payroll purposes will begin with the first day shift on Monday morning and end on the following Monday morning (the workweek for any project may be modified by mutual consent).

## **TRUST FUND**

Section 6. All Contractors are required to pay into an appropriate joint labor/ management employee benefit trust ("The Trust Fund"), including increases, regardless if they participate in an employer-sponsored benefit plan(s). The Contractors of any tier will furnish appropriate trust documents and signed letters of assent to the Union that is covering the funds into which contributions shall be made. The Contractor will contribute to, and hereby becomes party to and is bound by bona fide pension, vacation, health and welfare, apprenticeship and training funds covering workers under this Agreement.

Section 7. If contribution payments for hours worked each month as defined above are not received by the Health and Welfare Fund office or Pension Fund office within the date prescribed by the appropriate trust funds, the Fund will make every effort to resolve the delinquency with the Contractor and will notify the Contractor, Prime Contractor (if different) and SPS of such delinquency with all documentary evidence of the delinquency endorsed by the Fund.

Section 8. If any Contractor does not pay into the Trust Fund, the Union may provide notice to the Prime Contractor and SPS, and either:

1. after ten business days from such notice, delinquencies remain unpaid, the Prime Contractor (if different) shall withhold the delinquent amount from any payments that are otherwise due to the Contractor. The Prime Contractor shall not release such withholding until the delinquent Contractor complies; or
2. the delinquent Contractor and Prime Contractor (if different) may, by agreement, identify other agreeable solutions that assure timely payment to the Trustfund(s).

## **ARTICLE IV**

### **HOURS OF WORK, OVERTIME, SHIFT & WORK RULES**

Section 1. This ARTICLE may be pre-empted by SPS contract and/or by SPS instructions to the Prime Contractor, when SPS determines it is necessary due to unforeseen project needs, provided adequate notice is given to the Union by SPS.

Section 2. Hours of Work: The standard shifts are five eight (8) hours of work or four days of ten (10) hours of work per local craft collective bargaining agreement, scheduled between 7:00 am and 7:00 pm with one half hour designated as an unpaid period for lunch.

1. The starting time may be different (staggered) on a crew basis.
2. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week.

Contractors shall provide notification in writing of change in hours of work to affected Unions 3 days prior to implementation.

Contractors are required to take actions as needed to ensure completion by the Substantial Completion Date, which may include expanding work hours with overtime or working multiple shifts. Such changes shall be provided to SPS and the affected Unions at least three (3) working days in advance. When shift work is established, it must continue for a minimum of five consecutive days (depending on 5/8 or 4/10).

Section 3. Overtime: All hours worked more than forty (40) hours per week of straight- time, or outside of regular shift, Monday through Friday and Saturday shall be paid in accordance with applicable State and Federal prevailing wage requirements. There shall be no pyramiding of overtime pay.

Section 4. Recognized holidays shall be in accordance with the prevailing wage benefits adopted by the Department of Labor & Industries and defined as “usual benefits” for each respective craft but at a minimum shall include as follows: (1) New Year's Day, (2) Memorial Day, (3) Fourth of July, (4) Labor Day, (5) Thanksgiving Day, (6) Friday after Thanksgiving Day and (7) Christmas Day. 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 employees are required to work on a holiday, they shall receive the appropriate overtime rate as provided for by RCW 39.12.

Section 5. Meal Period: Workers shall not be required to work more than five hours from the start of the shift without at least one-half hour unpaid uninterrupted break for lunch. This lunch period shall not begin earlier than three and one-half hours after the start of the shift. If the Contractor establishes a ten-hour shift, the meal periods shall be at mid- shift. The worker meal periods may be staggered on an individual basis.

1. If a craft worker is required to work more than five hours before breaking for lunch, they shall be paid one-half hour at the applicable overtime rate and shall eat their lunch on company time.
2. An additional hour of overtime pay shall be provided in lieu of lunch.
3. Craft workers required to work more than two hours after the end of an eight-hour shift and one hour after a ten-hour shift shall be furnished a meal and paid one- half hour at the applicable wage rate and every five hours thereafter a craft worker shall be given time for a meal. Mealtime shall be paid at the applicable overtime rate and adequate lunch shall be provided by the Contractor at the job site.
4. An additional hour of overtime pay shall be provided in lieu of a second lunch

Section 6. Reporting to Work Pay: Any worker who reports for work (except when given notification not to report to work 2 hours prior to shift), and for whom no work is provided,

shall receive four (4) hours pay. Any worker who reports for work and for whom work is provided, shall be paid for actual time worked but not less than four (4) hours. If the job is shut down because of adverse conditions that prevent work and are beyond the control of the Contractor, workers shall be paid for actual time worked but not less than two (2) hours. Procedures for the Contractor to use to cancel work shall be agreed upon at the pre-job conference.

Section 7. Security: Security procedures for control of tools, equipment and materials are the responsibility of the Contractor. Workers having any company property or the property of another worker in their possession without authorization are subject to immediate discharge. The Contractor will be responsible for the establishment of reasonable security measures for the protection of personal, company and SPS property.

Section 8. Emergency Shut Down: It will not be a violation of this SCWA, when the Contractor considers it necessary to shut down work in whole or in part to avoid the possible loss of human life and/or 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 Contractor requests workers to stand by, the employees will be compensated for the "stand by time." In the event of any conflict, the appropriate local collective bargaining agreement shall apply.

## **ARTICLE V UNION RECOGNITION**

Section 1. The Contractor(s) recognize the signatory Unions as the sole and exclusive bargaining representatives for all craft workers within their respective jurisdictions, who are working on Covered Projects within the scope of this SCWA.

Section 2. No worker shall be required to become a member of a Union, or pay any dues or dues equivalent, to be eligible for employment under this SCWA. No Contractor shall be required to become affiliated with the Union to be eligible for work under this SCWA.

Section 3. The Contractor shall honor Union dues and initiation fees check-off pursuant to receipt of properly authorized dues deduction cards signed by its worker, along with other lawful authorizations from employees providing for deductions from wages. The Union will notify the Contractor and SPS in a timely manner if a Contractor is delinquent in remitting representation fees authorized by the worker.

Section 4. Union representatives shall have reasonable access to Covered Projects, provided they do not interfere with the work of the workers and such representatives and fully comply with the visitor, safety and security rules established for Covered Projects as established at the pre-job conference.

Section 5. The business representative(s) for each of the local Unions signatory hereto shall have the right to designate for each shift worked with each Contractor one (1) working journey-level worker as Steward for all related craft personnel, who shall be recognized as a Union representative. Such designated Stewards shall be qualified workers assigned to a crew and shall perform the work of their craft. Under no circumstances, shall there be a non-working Steward on the job.

Section 6. The working Steward shall be paid at the applicable wage rate for the job classifications in which they are employed.

Section 7. Steward(s) for each craft of the Unions employed on Covered Projects shall be permitted on Covered Project sites at all times. They shall not be subjected to discrimination or discharge for performing proper union business. The Unions agree that such business shall not unreasonably interfere with the Steward's work for the Contractor.

Section 8. The employee selected as Steward shall remain on the job if there is work within their craft for which they are qualified, willing and able to perform. The Contractor shall be notified in writing of the selection of each Steward. The Contractor shall give the Unions twenty-four (24) hours prior written notice before laying-off a Steward.

Section 9. The Steward may not cause or encourage a work stoppage and, if found guilty of instigating such action, will be subject to disciplinary action by the Contractor, including discharge.

Section 10. The Steward's duties shall not include hiring and termination.

Section 11. The Stewards shall be given the option of working all reasonable overtime within their craft and shift provided they are qualified to perform the task assigned.

## **ARTICLE VI MANAGEMENT'S RIGHTS**

Section 1. Contractors retain full and exclusive authority for management of their operations. Contractors shall retain their full rights and responsibilities to utilize what they determine to be the most appropriate method or techniques of construction, tools, or other labor-saving devices.

Except as limited by this SCWA Contractors shall direct their working forces at their prerogative, including, but not limited to hiring, promotion, transfer, discharge for just cause, or layoff per local craft collective bargaining agreement. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of workers.

There shall be no limitations upon the choice of materials or design, nor shall there be any limit on production by workers or restrictions on the full use of tools or equipment. There shall be no restriction, other than may be required by safety regulations, on the number of workers assigned to any crew or to any service.

Section 2. SPS will provide project oversight and administration through internal dedicated staff and/or may appoint third party administration.

Copies of redacted certified payroll and daily worker sign in sheets (if the Contractor maintains daily sign-in sheets for the Project) will be made available upon request, redacted and subject to the limitations of law. Such copies can first be requested from SPS (or the third-party administrator if appropriate) and if unavailable from SPS, the Contractor.

Section 3. The selection of craft foreman and/or general foreman and the number of such foreman and/or general foreman required, shall be entirely the responsibility of the Contractor.

## **ARTICLE VII**

### **PROJECT ADMINISTRATIVE COMMITTEE**

Section 1. The parties to this SCWA including all Contractors, recognize the advantages of cooperation and communications as well as efficient and satisfactory resolution of disputes, misunderstandings or unfair practices on a project. Towards this end, the parties agree to participate in a Project Administrative Committee (PAC).

SPS shall schedule the PAC and notify the participants of the meeting schedule. The PAC shall be held at least monthly at a location specified by the Seattle Building Trades, and SPS may call an emergency meeting if appropriate. The PAC attendees shall include the Prime Contractor(s), SPS and Union representatives. The SPS CTE Program representative is encouraged to attend, and other SPS departments representatives may attend as necessary. Pre-Apprenticeship program representatives and Apprentice program representatives are encouraged to attend.



SPS shall gather the appropriate reports and documents and deliver to the parties at least one week prior to the PAC meeting. SPS shall prepare copies of the reports and materials to distribute to the PAC membership and any interested audience or stakeholders upon their request.

The PAC agenda will include a review and discussion of at least the following:

1. safety practices and incidents (if any),
2. hiring rates of each category of SPS Priority Hires and SPS Diversity Hiring,
3. apprenticeship utilization rates,
4. preferred entry,
5. project progress and schedule,
6. appropriate workplace conditions, and
7. any other relevant issues or topics that are identified by any party to the PAC.

The parties agree to identify and address issues as they arise and resolve them in a timely manner. Only signatory parties to this Agreement shall have voting rights when the PAC decides by vote. The PAC shall allow interested contractors and community members to attend meetings.

SPS shall chair the Committee. SPS and Unions shall each have one vote regardless of the number of representatives from each that are in attendance. When in disagreement, the Union and SPS may, by mutual agreement, appoint an impartial third party to break the tie with a third vote.

Any agreements or resolutions reached pursuant to the PAC shall not supersede, alter, modify, amend, add to or subtract from this SCWA, unless the authority to do so is specifically expressed elsewhere in this SCWA. All Parties signatory to this SCWA acknowledge the important of attendance and active support of the PAC and agree to participate in the meetings as their responsibility on the Project requires.

## **ARTICLE VIII**

### **DISPATCH, UNION REFERRALS AND HIRING PROCEDURES**

Section 1. Contractors shall use the dispatch resources or procedures of the signatory Unions to acquire workers, unless otherwise required by this SCWA. There shall be no discrimination against any employee or applicant for employment because of their membership or non-membership in the union or based upon race, creed, color, sexual orientation, gender identity, age or national origin of such employee or applicant.

Section 2. Craft Request Form. Each Contractor shall use the agreed-upon Craft Request Form (Attachment E) when requesting a new employee for dispatch on Covered Projects and shall provide a concurrent copy to SPS of all Craft Forms submitted to the Unions. The Contractors agree to maintain copies of all submitted Craft Request Forms used on Covered Projects. The Craft Request Form must comply with Article X (“PRIORITY WORKERS AND DIVERSITY HIRING”).

Section 3. Unions shall first call-out to dispatch SPS Priority Workers in the order specified (see DEFINITIONS), until the craft request is filled. Union dispatch resources shall continue to prioritize the dispatch of such workers even after the required percentages are stabilized and appear that the Prime Contractor would likely achieve the requirements.

Section 4. Turnarounds. A Contractor may reject any referral for any lawful reason. Refusal by a Contractor to employ the dispatched worker (such refusal also a “turnaround”), requires a written explanation from the Contractor that shall be copied to the Prime Contractor (if different), SPS and the affected Union, within two business days. SPS shall make such turnaround explanations available in a timely way to other interested stakeholders, redacted as appropriate and subject to limitations of law.

Section 5. Unfilled Request. If the signatory Unions are unable to fill a request for a worker within 2 working days after such a request is made by any Contractor, the Contractor shall notify SPS and the Union. All parties shall make reasonable efforts to refer a priority or diverse worker (see DEFINITIONS) who can meet the needs of the work to be performed.

## **ARTICLE IX CORE WORKERS**

Section 1. The parties agree that non-signatory contractors of any tier often have employees on their payroll that have worked for the contractor for an extended period of time. These workers, referred to as core workers, are believed to contribute to the efficiency and competitiveness of such non-signatory contractors.

SPS seeks to remove barriers for non-signatory Contractors so they can compete effectively on projects covered by the SCWA without unnecessarily displacing all their own workers to do so, provided that such workers performing covered employment shall be compensated as specified in ARTICLE III (Payday, Wage Rates and Fringe Benefits) and observe the working conditions specified in ARTICLE II (Project Conditions) and ARTICLE IV (Hours of Work, Overtime, Shift and Work Rules).

A non-signatory contractor (meaning, a contractor of any tier who is not a party to a current collective bargaining agreement with the signatory Union having jurisdiction over the affected work) may request as many as three core workers and up to two apprentices (as defined below) for each contract that they perform for the Project. The ratio of apprentices to journey level workers must remain in compliance with the applicable apprenticeship program standards.

The Contractor shall inform the Union that is applicable to the scope of work that the proposed Core Worker will perform and provide the name and scope of work that such a core worker would perform.

Section 2. Upon request of SPS or any Union, Contractors must demonstrate that the core worker meets the applicable requirements for a journey-level placement or for an apprentice placement. The Contractor shall provide detailed documentation at the pre- job conference identifying their Core Workers for the project and the core worker's scope of work and certified payroll data to verify that the worker meets the required definition, redacted as appropriate.

A Journey level Core Worker must have:

1. worked on the Contractor' payroll a minimum of one thousand five hundred (1500) hours within the craft classification over the last two-year period (given the date of dispatch to the Covered Project); and
2. been on the Contractors active payroll for at least sixty (60) out of the ninety (90) calendar days prior to the execution of the cover project contract for the affected Contractor; and
3. all the appropriate minimum requirements and qualifications, including either journey level qualifications of the craft they are performing or Apprenticeship placement, and shall hold all required licenses and certifications for the work of their craft.

Apprentices that are proposed as Core Workers shall be enrolled in a WSATC program and must be an SPS Priority Hire (see DEFINITIONS).

Section 3. SPS shall monitor Contractor compliance to this Core Worker definition.

Section 4. No Core worker covered by this SCWA shall be required to join any Union as a condition of being employed on the project.

## **ARTICLE X**

### **PRIORITY WORKERS AND DIVERSITY HIRING**

Section 1. It is the goal of all the parties to increase the participation of under- represented groups and those that are of special concern and responsibility for SPS. This includes SPS Priority Hires and SPS Diversity Hires (see DEFINITIONS). The Unions, SPS and all Contractors of every tier, as well as the Project Administrative Committee, agree to work towards achieving such diversity, which can include but is not limited to efforts for dispatch, hire, core employee placements, direct or preferred entry placements, and recruitment strategies.

Qualified workers who are SPS Priority Hires will be first priority for dispatch and placements (ARTICLE VIII). Contractors shall maximize the hours that SPS Priority Hires perform on the project.

The Board of Directors for Seattle Public Schools may set requirements for the Contractor as to the share of hours such SPS Priority Hire workers must perform over the total cumulative hours performed on the project.

The Board of Directors for Seattle Public Schools may set goals for the Contractor to pursue as to the share of hours performed by SPS Diversity Hires. Any such goals or requirements would apply only to projects that had not yet been Bid.

## **ARTICLE XI**

### **APPRENTICESHIP HIRING PRIORITIES AND REQUIREMENTS**

Section 1. The parties including assenting Contractors agree to utilize apprentices from apprenticeship programs registered or recognized by the Washington State Apprenticeship Training Council (WSATC) programs. Such apprentices shall work total hours as established within SPS contract for the Covered Project for no less than 15% of total project hours on each project.

Section 2. The SPS Workforce Utilization Plan shall be prepared by the Prime Contractor and submitted to SPS prior to the SPS pre-construction conference and approved by SPS prior to start of work. The Workforce Utilization Plan provided by the Prime Contractor shall describe how the Prime Contractor will achieve the goals and requirements for utilization of apprentices and other hiring requirements or expectations. The Plan shall be updated regularly by the Contractor as directed by SPS. The Prime Contractor's Workforce Utilization Plan will be reviewed by the PAC and appropriate efforts shall be taken to ensure the desired utilization.

Section 3. SPS Priority Hires and SPS Diversity Hires (see DEFINITIONS) are the demographic priorities for hiring and placement of apprentice workers. Contractors shall maximize the utilization of apprentices who are SPS Priority Hires and SPS Diversity Hires.

Section 4. The parties and assenting Contractors shall assure that apprentices of all skill levels will be supervised by journey level workers to promote the safety, health and education of the apprentice.

## **ARTICLE XII PREFERRED ENTRY**

Section 1. The parties seek to construct and expand pathways to apprenticeship training and lifetime careers for individuals who have been defined as priorities for SPS (see SPS Priority Hires and SPS Diversity Hires in DEFINITIONS). This facilitates a workforce reflective of the diversity of the Seattle Public School students and households, neighborhoods and communities and will facilitate the greatest total economic return and benefit of the project costs to return back to the residents and taxpayers of SPS.

Section 2. This SCWA establishes a Preferred Entry initiative in order to encourage and place individuals into apprenticeship training.

SPS, the Unions and the Contractors will identify, recruit, support and prioritize individuals that meet the definitions for SPS Priority Hires and SPS Diversity Hires to consider construction work and training and assist such individuals to either (1) enter Pre-Apprenticeship training programs that will prepare them to meet entry standards for WSATC apprenticeship programs that allow qualified preferred entry applicants into their programs, and (2) to pursue entry directly into an Apprenticeship program if the candidate is already a graduate of such a pre-apprenticeship program or otherwise trained sufficient to meet the apprenticeship program requirements.

Qualified Workers who are eligible as Preferred Entry candidates shall be placed with Contractors working on Covered Projects, subject to an interview if requested by the Contractor. Selected Preferred Entry candidates who are not already first year apprentices shall become first period apprentices upon placement.

To give Preferred Entry apprentices an opportunity to become established in their apprenticeship training, Contractors must employ Preferred Entry candidates for 700 hours, in order to count that candidate toward the Preferred Entry requirement. The Superintendent of SPS may reduce the number of required hours to a minimum of 350 hours on Covered Projects that have insufficient total apprentice hours to support placements of a 700-hour duration.

Section 3. The Prime Contractor shall ensure one (1) of each five (5) apprentices who have worked at least 350 or 700 hours, whichever minimum is set by the Superintendent of SPS on the Covered Project is placed directly from a recognized WSTAC Pre- Apprenticeship program.

Section 4. The Prime Contractor agrees to hire such Preferred Entry apprentices during the early start of work on the Covered Projects. SPS, Unions and Contractors recognize Preferred Entry Apprentices until they reach journey level status.

Section 5. If a preferred entry apprentice leaves, Contractors will replace that apprentice with another from the preferred entry program.

Section 6. The hours worked by eligible Preferred Entry qualified applicants hired who meet the demographics of SPS Priority Hires or SPS Diversity Hires will count towards accomplishment of those cumulative total project goals and requirements.

Section 7. Identification and selection of qualified applicants shall include the Contractor(s), where candidates have been proposed by Contractors and the individual apprenticeship program's designated representative. The final selection decision will be the responsibility of the Joint Apprenticeship Training Committee (JATC).

**ARTICLE XIII**  
**SUBCONTRACTING,**  
**WOMEN AND MINORITY OWNED BUSINESS**

Section 1. Every Contractor of any tier agrees that they will not subcontract any Covered Project work except to a person, firm or corporation who has signed on as a party to this SCWA by a letter of assent.

Section 2. The Prime Contractor, SPS and the Unions commit to provide outreach, and train, mentor and support woman and minority contractors on any Covered Project. SPS, the Prime Contractor and the Unions also will provide training and assistance about working under the SCWA to any interested contractor and those contractors who may wish to bid on such work.

Section 3. Any Contractor conducting a bid process for work to be performed for a Covered Project, shall notify all bidders of the requirement to comply with the terms and conditions of this SCWA.

Section 4. If a Contractor of any tier subcontracts any work covered by this Agreement, such subcontractors of all tiers, shall sign letter of assent to this SCWA, prior to beginning work on the Projects.

## **ARTICLE XIV**

### **UNIONS NOT SIGNATORY TO SCWA**

Section 1. If a Union that traditionally represents construction workers in the geographic area of the Covered Project chooses not to become signatory to this Agreement, the Contractor and signatory Unions shall utilize one or both of the following options to ensure that work may be claimed by the non-signatory Union ("claimed work") so the work is completed without disrupting the Project:

The signatory Unions will provide the Prime Contractor and all other Contractors who assent to this Agreement with the appropriate workforce to perform the claimed work.

The Prime Contractor may utilize any Contractor to perform claimed work except that if such Contractor is party to an agreement with the non-signatory Union, such Union must agree in writing to abide by ARTICLE SVII (No strikes, No Work Stoppages and No Lockouts) XVI (Work Stoppages and Lockouts) and ARTICLE XVIII (Craft Jurisdiction and Jurisdictional Disputes) for the contractor to be awarded work under this Agreement. Such Contractor may utilize its existing workforce and wage and benefit package. Such Contractors shall be required to agree in writing to be bound to and abide by this Article, ARTICLE VII (Work Stoppages and Lockouts), and ARTICLE IX (Jurisdictional Disputes). No other provision shall apply to such contractors unless required by the Contractor.

## **ARTICLE XV**

### **VETERAN EMPLOYMENT**

Section 1. This SCWA desires to facilitate the entry into the building and construction trades of veterans interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment ("Center"), the Center's "Helmets to Hardhats" program, and other appropriate veteran programs, to serve as resources for preliminary orientation, assessment of construction aptitude, referral to WSATC registered apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

Section 2. The Unions, Contractors and SPS agree to coordinate with the Center and other appropriate veteran referral sources, to maintain an integrated database of veterans interested in working on Covered Projects, and of apprenticeship and employment opportunities for Covered Projects. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable experience.

Section 3. This agreement will include Helmets to Hard Hats qualified applicants and other qualified veteran applicants from within the economically distressed ZIP codes as defined by the SPS, as part of the Priority Worker hours that the contract shall require the Prime Contractor to achieve for the Covered Project.

## **ARTICLE XVI**

### **NO STRIKES, NO WORK STOPPAGES AND NO LOCKOUT**

Section 1. For the project covered by this SCWA, there shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason by the Union, any applicable local Union or by any worker, and there shall be no lockout by the Contractor. Failure of any Union, local Union or worker to cross any picket line established at Covered Project sites violates this Article.

Section 2. The Union and every 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 that violate this Article. Any worker who participates in or encourages any activities that interferes with normal operations on a Covered Project, shall be subject to disciplinary action, including discharge, and if justifiably discharged shall not be eligible for rehire on the project for a period of not less than ninety (90) days.

Section 3. Neither the Union nor any applicable Local Union shall be liable for acts of workers for whom it has no responsibility. The International Union General President or Presidents will immediately instruct order and use the best efforts of their office to cause the Local Union or Unions to cease any violations of this Article. An International Union complying with this obligation shall not be liable for unauthorized acts of its Local Union.

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

Section 4: 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.



## ARTICLE XVII

### DISPUTES (NON-JURISDICTIONAL) AND GRIEVANCES

Section 1. This SCWA promotes close cooperation between management and labor. Each Union will assign a representative to ensure the Covered Project is completed economically, efficiently, continuously, and without interruptions, delays or work stoppages.

Section 2. The Contractors, Unions, and workers, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of project work and agree to resolve disputes under the grievance arbitration provisions herein.

Section 3. Any jurisdictional dispute shall be managed under ARTICLE XVIII of this SCWA. Any other dispute on a Covered Project shall be considered a grievance and subject to resolution under this Article. The Prime Contractor and SPS shall be given copies of all notices and invited to participate in any meetings or proceedings. Failure of the grieving party to adhere to the time limits established renders the grievance null and void. The time limits established may be extended by written mutual consent of the parties at the step where the extension is agreed.

Step 1. If a worker, Contractor or Union subject to this SCWA feels aggrieved by a violation of this SCWA, the worker may give notice to their Union representative. Within ten (10) business days after becoming aware of the grievance, the Union representative (which may be the business agent or the Steward) shall give written notice to the Contractor's worksite representative. The notice shall describe the violation(s) and provision(s) violated.

The Union representative and Contractor's work-site representative shall meet or discuss the dispute within three (3) working days after such notice. Each party may keep meeting minutes and send a copy to the other. If the discussion does not resolve the issue, either party may escalate the grievance to Step 2 within five (5) working days of such discussion.

Step 2. To escalate the grievance into Step 2, the Union may, within five (5) business days after the discussion, send written notice to the Contractor setting forth the alleged violation(s), providing a description, the date on which the violation(s) provoking the grievance occurred, and the provisions of the SCWA that are alleged to have been violated. The Union will send local Business Manager and/or their designee and the Prime Contractor and sub-tier Contractor (if any), shall meet within seven (7) business days after the written notice was delivered to the Contractor. SPS will take meeting minutes and share with the Prime Contractor, sub-tier Contractor (if applicable), and the Union as soon as practicable after the meeting, which is intended to be within two (2) business days.

Step 3.

- a. If the grievance has not been resolved within ten (10) business days following the Step 2 meeting, either party may request that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they cannot do so, they shall request the Federal Mediation and

Conciliation Service (FMCS) to provide them with a list of arbitrators from which the Arbitrator shall be selected. The FMCS rules shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).

- b. The Arbitrator shall have the authority to decide only issues presented and shall not have authority to change, amend, add to or detract from this Agreement.
  
- c. If the grievance has not been resolved within ten (10) business days following the Step 2 meeting, either party may request that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they cannot do so, they shall request the Federal Mediation and Conciliation Service (FMCS) to provide them with a list of arbitrators from which the Arbitrator shall be selected. The FMCS rules shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).
  
- d. The Arbitrator shall have the authority to decide only issues presented and shall not have authority to change, amend, add to or detract from this Agreement.

## **ARTICLE XVIII**

### **CRAFT JURISDICTION & JURISDICTIONAL DISPUTES**

Section 1. The assignment of work is the sole responsibility of the Contractor performing the work involved; such work assignments will be under the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan (Attachment D).

Section 2. All jurisdictional disputes on a Covered Project, between or among Building and Construction Trades Unions, Northwest National Construction Alliance II, and Parties to this SCWA including Contractors of any tier, shall be settled and adjusted according to the Plan. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

Section 3. All jurisdictional disputes shall be resolved without 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.

## **ARTICLE XIX**

### **TERM**

Section 1. This agreement shall commence upon execution by all parties and shall continue in full force until SPS has accepted the Covered Project as complete. The parties may mutually agree to amendments or modifications of this agreement.

The agreement shall continue in full force and effect for each Covered Project throughout the duration of each project.

SPS shall require that every Covered Project execute this agreement as negotiated between the parties, prior to SPS issuing a Notice to Proceed for said project. SPS shall require such an SCWA for every Covered Project for a period of five years from the date that this model agreement has been adopted through mutual signatures of the Seattle Public Schools, Seattle King County Building and Construction Trades Council and the Northwest National Construction Alliance II who may mutually agree to amendments or modifications of this model agreement. Each shall make known their intention to renew this model agreement, by written notice to the other as soon as practical, which may be as early as six months prior to the otherwise effective expiration date for this agreement.

## **ARTICLE XX**

### **GENERAL PROVISIONS**

Section 1. Titles and headings of sections and provisions in this agreement are for convenience only.

Section 2. The parties 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

**SEATTLE PUBLIC SCHOOL DISTRICT**

**ADOPTED BY:**

Signature: \_\_\_\_\_  
Superintendent of Seattle Public Schools

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

Signature: \_\_\_\_\_  
Zachary DeWolf,  
Board of Directors, Seattle Public Schools

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

**UNIONS:**

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

Signature: \_\_\_\_\_  
Monty Anderson  
Executive Secretary

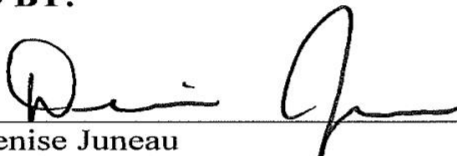
Date: \_\_\_\_\_

**Northwest Construction Alliance II**

Signature: \_\_\_\_\_  
Dan Hutchins  
Contract Administrator

**SEATTLE PUBLIC SCHOOL DISTRICT**

**ADOPTED BY:**

Signature:   
Denise Juneau  
Superintendent of Seattle Public Schools

Date: 10/1/2020

Signature:   
Zachary DeWolf  
President, Board of Directors, Seattle Public Schools

Date: 10/1/20

**UNIONS:**

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

Signature:   
Monty Anderson  
Executive Secretary

Date: 10-1-20

**Northwest Construction Alliance II**

DocuSigned by:  
Signature:   
Dan Hutchins  
Contract Administrator

Date: 10/14/2020

**Heat & Frost Insulators &**

Signature: \_\_\_\_\_  
Todd Mitchell, Business Manager

**BAC Local 1 Washington/Alaska  
Allied Workers Local 7**

Signature: \_\_\_\_\_  
Matthew Bilyeu,  
President/Business Manager

**Boilermakers Local 502**

Signature: \_\_\_\_\_  
Tracey Eixenberger, Business Manager

**Cement Masons & Plasterers Local 528**

Signature: \_\_\_\_\_  
Eric Coffelt, Business Manager

**IBEW Local 46**

Signature: \_\_\_\_\_  
Sean Bagsby, Business Manager

**Operating Engineers Local 302**

Signature: \_\_\_\_\_  
Daren Konopaski, Business Manager

**Elevator Constructors Local 19**

Signature: \_\_\_\_\_  
Patrick Strafer, Business Manager

**IUPAT District Council 5**

Signature: \_\_\_\_\_  
Cynthia Grant, Business Manager

**Iron Workers Local 86**

Signature: \_\_\_\_\_  
Chris McClain

**UA Plumbers & Pipefitters Local 32**

Signature: \_\_\_\_\_  
Jeffrey J. Owen, Business Manager

**Laborers Local 242**

Signature: \_\_\_\_\_  
Dale Cannon, Business Manager

**Roofers Local 54**

Signature: \_\_\_\_\_  
Steve Hurley, Business Manager

**Sheet Metal Workers Local 66**

Signature: \_\_\_\_\_  
Lance Deyette, Business Manager

**Sprinkler Fitters Local 699**

Signature: \_\_\_\_\_  
Stanton Bonnell, Business Manager

**Teamsters Local 174**

Signature: \_\_\_\_\_  
Rick Hicks, Secretary-Treasurer



# LETTER OF ASSENT



**All Subcontractors who are awarded work on an SCWA project must agree to work under the provisions of the Student and Community Workforce (SCWA) and associated contract provisions, as a condition of aware. Each subcontractor of any tier must sign this letter of assent and provide to their Prime Contractor.**

The undersigned, as a subcontractor on a project which is covered by the Seattle Public Schools (SPS), Student and Community Workforce (SCWA), for and in consideration of the award of a subcontract (of any tier) to perform work on said project, and in further consideration of the mutual promises made in the Student & Community Workforce Agreement, a copy of which you received and is acknowledged, hereby:

- 1) Accepts and agrees to be bound by the terms and conditions of the Student Community Workforce Agreement, on behalf of itself and all its employees, 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, may subject the non-complying contractor or employee(s) to being prohibited from the jobsite site until full compliance is obtained. SPS reserves the right to exercise other enforcement mechanisms in lieu of prohibition from the jobsite.
- 2) Certifies that it has no commitments or agreements which would preclude its full compliance with the terms and conditions of the Student & Community Workforce Agreement.
- 3) Agrees to secure from any subtier contractor(s) that are engaged through our firm, a duly executed Letter of Assent on an identical form, prior to commencement of any work.

SPS Project Name	General Contractor
SPS Jobsite Address	Prime you are contracted to if not General listed above
Your Company Name	
Your Estimated Start-work Date	Your Estimated End-work Date
Your Contractor UBI Number	Your Authorized Signatory Name and Title
Your Phone Number	Your Billing Address
Signature Date	Signature of Authorized Representative

# ***Attachment B***

## **Economically Distressed Zip Codes**

<b>Downtown</b>	<b>98101</b>
<b>Capitol Hill/Eastside</b>	<b>98102</b>
<b>Downtown/ International District</b>	<b>98104</b>
<b>Delridge</b>	<b>98106</b>
<b>Ballard</b>	<b>98107</b>
<b>S. Beacon Hill/South Park</b>	<b>98108</b>
<b>Interbay/Queen Anne</b>	<b>98109</b>
<b>Rainier Valley/Rainier Beach</b>	<b>98118</b>
<b>Belltown</b>	<b>98121</b>
<b>Central District</b>	<b>98122</b>
<b>Lake City/Northgate</b>	<b>98125</b>
<b>Delridge/High Point</b>	<b>98126</b>
<b>Bitter Lake/NW Seattle</b>	<b>98133</b>
<b>N. Beacon Hill</b>	<b>98144</b>
<b>White Center</b>	<b>98146</b>
<b>Rainier Beach/Skyway</b>	<b>98178</b>





## Pre-Job Conference Form



Please fill out the following pages. Be as thorough as possible. Please contact the SCWA Administrator with questions.

**Do you request a waiver to attending the pre-job conference?**

Yes

No

A Contractor may request a waiver of the SCWA Pre-Job Conference attendance requirement if the contractor has attended a pre-job conference for any other regional PLA or CWA covered project and they are performing the same scope of work. The contractor recognizes and agrees that the Seattle Building and Construction Trades Council and the Affiliated Local Unions signatory to the SCWA, retain their rights as stipulated in the SCWA to deny this waiver request, and to challenge any proposed trade assignment.

Seattle Building Trades Council

Date

Approved

Yes

No

### Contractor Information

Contractor/Subcontractor Name			
Pre-Job Meeting Date		Time: 10:00 am	14675 Interurban Ave S., Tukwila WA 98168
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?

Yes

No

If yes, list sub-contractors and work description:

Sub-Contractor Company Name	Work Description



## Project Craft Demand List

Craft	Peak	Average	Apprentices
Asbestos Workers			
Boiler Makers			
Brick/Stone/Marble/Tile Setters/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			

## Core Worker

For each contract held, a contractor may request up to three journey employees and/or two apprentices to be placed on the job. Such workers must meet the qualifications in the SCWA **and place their names with the respective Union Hall dispatch prior to the worker(s) start of work.**

Core Worker information provided by

Email Address

Core Worker information verified by


### Open-Shop Core Worker #1

Employee Name:

Hire Date:

Classification:

This employee meets the qualifications specified in the SCWA      Yes                      No

### Open-Shop Core Worker #2

Employee Name:

Hire Date:

Classification:

The employee meets the qualifications specified in the SCWA      Yes                      No

### Open-Shop Core Worker #3

Employee Name:

Hire Date:

Classification:

The employee meets the qualifications specified in the SCWA      Yes                      No

### Apprentice #1

Apprentice Name:

Hire Date:

Apprentice ID#

Classification:



The apprentice meets the qualifications specified in the SCWA      Yes                      No

### Apprentice #2

Apprentice Name:

Hire Date:

Apprentice ID#

Classification:



The apprentice meets the qualifications specified in the SCWA      Yes                      No

Form completed by

print name

date

Signature



# SPS Final Trade Assignment



Contractor shall submit this form to [Oswaldo.Guel@seattle.gov](mailto:Oswaldo.Guel@seattle.gov) (the SPS SCWA Advisor) one week after the Tuesday Pre-Job Conference and prior to starting work

Tuesday Pre-Job Meeting Date		Form submittal Date	
General Contractor for Project		Project Name	
Contractor Company Name		Contract #	
Submitting Contractor Business Address		Submitting Contractor Phone	
		Submitting Contractor Email	

This is notification of the Trade Assignment(s) under the included scope(s) of work and fulfills contractor responsibility under the SPS Student & Community Workforce Agreement (SCWA) 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 specified in the SCWA Jurisdictional Disputes section. This provision allows for competing Unions to pursue their claims without disrupting work.

**The following is the Final Trade Assignment for each task.**

Scope of Work	Assigned to	Challenged by

Scope of work	Final Trade Assignment

**Contractor Representative Signature:**