

10.0 Project Labor Agreement.

This solicitation includes FAR provision 52.222-33 Alternate II (May 2010) Notice of Requirement for Project Labor Agreement. A draft Project Labor Agreement is included following Section 00800. Offerors are requested to submit comments on the Draft Project Labor Agreement by close of business on December 28, 2011. Once comments are received, the Government will continue to coordinate with the Trade Council to determine minimum acceptable terms that will be incorporated into the requirement that they enter into a PLA that reflects those minimum requirements. Comments are to be provided via email to Scott Blair at scott.c.blair@navy.mil.

The solicitation also includes FAR Clause 52.222-34 Project Labor Agreement Alternate I (May 2010) which requires the Contractor to submit an executed copy of the Project Labor Agreement to the Contracting Officer. The executed PLA shall be submitted within ten (10) days of award.

PROJECT LABOR AGREEMENT

P-990 Explosive Handling Wharf #2 Naval Base Kitsap Bangor Silverdale, Washington

Date: _____

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ARTICLE I

PURPOSE

Section 1. This Agreement is entered into this _____ day of _____, 20____, by and between _____, its successors or assigns (“Project Contractor”) and the [insert names of unions], 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, hereinafter collectively called the “Union or Unions,” with respect to the construction of the P-990 Explosive Handling Wharf #2 Naval Base Kitsap Bangor hereinafter “Project.”

Section 2. The term “Contractor” shall include all construction contractors and subcontractors of whatever tier engaged in onsite construction work within the scope of this Agreement, including the Project Contractor when it performs construction work within the scope of this Agreement. Where specific reference to _____ [Name of Prime Project Contractor] for P-990 Explosive Handling Wharf #2 Naval Base Kitsap Bangor alone is intended, the term “Project Contractor” is used.

Section 3. The Parties to this Project Labor Agreement acknowledge that the construction of the P-990 Explosive Handling Wharf #2 Naval Base Kitsap Bangor is important to the development of Naval Base Kitsap Bangor. The Parties recognize the need for the timely completion of the Project without interruption or delay. This Agreement is intended to enhance this cooperative effort through the establishment of a framework for labor-management cooperation and stability.

Section 4. The Contractor(s) and the Unions agree that the timely construction of this Project will require substantial numbers of employees from construction and supporting crafts possessing skills and qualifications that are vital to its completion. They will work together to furnish skilled, efficient craftworkers for the construction of the Project.

Section 5. The parties desire to mutually establish and stabilize wages, hours and working conditions for the craft workers on this construction project, to encourage close cooperation between the Contractor(s) and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist between the parties to this Agreement.

Section 6. In the event a signatory union’s CBA is subject to negotiation during the term of this Agreement, the terms and provisions of the expired contract shall be maintained in effect. The Project Contractor shall be notified in writing of the changes made and the ratification of the modified CBA. Upon such notification, signatory parties may, by mutual agreement, waive or adjust wage increases if addressed in the modified CBA.

Section 7. In recognition of the special needs of this Project and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the parties agree to abide by the terms and conditions in this Agreement, and to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise. Further, the Contractor(s) and all contractors of whatever tier, agree not to engage in any lockout, and the Unions agree not to engage in any strike, slow-down, or interruption or other disruption of or interference with the work covered by this Agreement.

Section 8. If the arbitrator determines that a violation of Section 7 above, has occurred, the party or parties found to be in violation shall pay as liquidated damages, the following amounts: for the first shift in which the violation occurred, \$10,000; for the second shift, \$15,000; for the third shift, \$15,000; and for each shift thereafter on which the craft has not returned to work, \$15,000 per shift. If the arbitrator determines that a lockout has occurred in violation of Section 7, he shall be empowered to award back pay to the employees who were locked out. The arbitrator shall retain jurisdiction to determine compliance with this section and Section 7 of this Article.

ARTICLE II

SCOPE OF AGREEMENT

Section 1. This Project Agreement shall apply and is limited to the recognized and accepted historical definition of new construction work under the direction of and performed by the Contractor(s), of whatever tier, which may include the Project Contractor, who have contracts awarded for such work on the Project. Such work shall include site preparation work.

- a) The Project is defined as: P-990 Explosive Handling Wharf #2 at Naval Base Kitsap – Bangor, Silverdale, WA. This project consists of two Contract Line Item Numbers (CLINs). CLIN 0001 is for the construction of an Explosive Handling Wharf, which includes a wharf deck, outboard support for cover, warping wharf and approach ramp (with a minimum of a 50 year lifecycle), cover for the wharf of steel structure with frangible sidings, power utility booms, hardened guard gun positions, guard rooms, and control room, support and office buildings. Supporting facilities include concrete and/or steel piles, pile caps, underground electrical distribution, lightning protection, communications, fire and security protection systems, sewer systems, access roads, storm drainage, and submarine hotel services. CLIN 0002 is for collateral equipment which requires the design, fabrication, installation, and testing of two overhead crane systems which are an integral part of the Explosive Handling Wharf.
- b) It is agreed that the Project Contractor shall require all Contractors of whatever tier who have been awarded contracts for work covered by this Agreement, to accept and be bound by the terms and conditions of this

Project Agreement by executing the Letter of Assent (Attachment A) prior to commencing work. The Project Contractor shall assure compliance with this Agreement by the Contractors. It is further agreed that, where there is a conflict, the terms and conditions of this Project 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 National Transient Lodge (NTL) Articles of Agreement, the Agreement for Stacks/Chimneys, Agreement for Natural Draft Cooling Towers, Joint National Industrial Agreement For Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article VI, VII, and VIII of this Project Agreement, which shall apply to such work. If this agreement is silent on any issue the local Collective Bargaining Agreements (CBA) shall prevail. It is understood that this is a self-contained, stand alone, Agreement and that by virtue of having become bound to this Project Agreement, neither the Project Contractor nor the Contractors will be obligated to sign any other local, area, or national agreement.

Section 2. Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation, work, or function which may occur at the Project site or be associated with the development of the Project.

Section 3. This Agreement shall only be binding on the signatory parties hereto and shall not apply to their parents, affiliates or subsidiaries.

Section 4. The Owner and/or the Project Contractor have the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or non-existence of any agreements between such bidder and any party to this Agreement; provided, however, only that such bidder is willing, ready and able to become a party to and comply with this Project Agreement, should it be designated the successful bidder.

Section 5. Items specifically excluded from the scope of this Agreement include but are not limited to the following:

a) All off-site fabrication, pre-fabrication, assembly and handling of materials, equipment or machinery and all deliveries to and from the Project site (except as dedicated lay-down or storage areas and transportation between such areas and the Project site).

b) [Add additional exclusions as necessary]

Section 6. The provisions of this Project Agreement shall not apply to NAVFAC and nothing contained herein shall be construed to prohibit or restrict NAVFAC or its employees from performing work not covered by this Project Agreement on the Project site. As areas and systems of the Project are inspected and construction tested by the

Project Contractor or Contractors and accepted by the Owner, the Project Agreement will not have further force or effect on such items or areas, except when the Project Contractor or Contractors are directed by the Owner to engage in repairs, modifications, check-out, and warranty functions required by its contract with the Owner during the term of this Agreement.

Section 7. It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time.

Section 8. It is understood that the liability of any employer and the liability of the separate unions under this Agreement shall be several and not joint. The unions agree that this Agreement does not have the effect of creating any joint employer status between or among the Owner, Contractor(s) or any employer.

ARTICLE III

UNION RECOGNITION

Section 1. The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this Agreement.

ARTICLE IV

UNION REPRESENTATION AND STEWARDS

Section 1. Authorized representatives of the Unions shall have reasonable access to the Project, provided they do not interfere with the work of employees, and further provided that such representatives fully comply with the visitor, safety, and security rules and any environmental compliance requirements established for the Project.

Section 2. Each craft Union may, at their option, appoint a working journeyman as steward for each shift who will be paid at the correct wage rate for the job classification in which employed and will be allowed reasonable time to fulfill their responsibilities for the benefit of the parties to this Agreement. Stewards shall be one of the last employees of each craft's workforce to be laid off provided they can perform the work required by their Employer. Forty-eight (48) hours prior notification of any layoff or termination of a steward shall be given to the union.

Section 3. Notwithstanding above, it is not the intent of this article to require an employer to grant super seniority to any shop steward if shop steward does not have the minimal skill to perform the available work. There will be no non-working stewards.

ARTICLE V

MANAGEMENT'S RIGHTS

The Project Contractor and Contractors of whatever tier retain full and exclusive authority for the management of their operations. Except as otherwise limited by the terms of this Agreement, the Contractors shall direct their working forces at their prerogative, including, but not limited to hiring, promotion, transfer, lay-off or discharge for just cause. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Contractors shall utilize the most efficient method or techniques of construction, tools, or other labor saving devices. There shall be no limitations upon the choice of materials or design, nor 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 employees assigned to any crew or to any service.

ARTICLE VI

WORK STOPPAGES AND LOCKOUTS

Section 1. During the term of this Agreement there shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason by the Union, its applicable Local Union or by any employee, and there shall be no lockout by the Contractor. Failure of any Union, Local Union or employee to cross any picket line established at the Project site is a violation of this Article.

Section 2. The Union and its applicable Local Union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the base entrance gate(s) and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than ninety (90) days. In addition, any parties found to be in violation shall be subject to liquidated damages specified in Article I, Section 8.

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

not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

ARTICLE VII

DISPUTES AND GRIEVANCES

Section 1. This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

Section 2. The Contractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

Section 3. Any question or dispute arising out of and during the term of this Project Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1: (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

(b) Should the Local Union(s) or the Project Contractor or any Contractor have a dispute with the other party and , if after conferring, a settlement

is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

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

Step 3: (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, 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 are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association 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) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

Section 4. The Project Contractor and Owner shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE VIII

JURISDICTIONAL DISPUTES

Section 1. The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (<http://www.bctd.org/BCTD/media/Files/Plan-for-the-Settlement-of-Jurisdictional-Disputes---Effective-May-1,-2011.pdf>) or any successor Plan.

Section 2. All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers, parties to this Agreement, 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 Contractors and Unions parties to this Agreement.

Section 3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 4. Each Contractor will conduct a pre-job conference with the Building and Construction Trades Council & NWNCA II prior to commencing work. The Project Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish.

ARTICLE IX

WAGES AND BENEFITS

Section 1. The Employer recognizes the applicable CBA wage and fringe benefit terms in effect at the time of project award. We will have continued negotiation on the escalation of wages and fringe benefit during the period of performance of the Project and any increases shall be at a reasonable rate based on the economy.

Section 2. The Parties recognize the Owner's commitment to provide opportunities on the Project for SBA and DBE certified contractors, as well as other subcontractors which may not have previously had a relationship with the Unions signatory to this PLA. To ensure that contractors or subcontractors will have the ability to employ their core employees on the Project without providing duplicate benefits to their core employees, such contractors may request a waiver of contributions to the appropriate Union Trust Funds, provided that the following requirements have been met:

- a) Such request shall be made to the Labor/Management Committee in writing.
- b) A copy of the Company's medical, retirement, training, and any other fringe benefit program, along with company and employee costs for such programs, has been submitted to the Labor/Management Committee along with request for waiver.

- c) Each **core employee** desiring to continue to receive their benefits under their employer's existing program, in lieu of benefits which may be earned under the appropriate Union Trust Funds, **must also request a waiver of contributions in writing.**
- d) The Contractor or Subcontractor shall remit the required hourly contributions to the appropriate Union Trust Funds on behalf of all craft employees on the Project, **except core employees that have requested a waiver of contributions in writing.**
- e) **The Contractor or Subcontractor shall submit monthly copies of all remittance forms confirming compliance with all Trust or benefits program requirements.**
- f) **All SBA And DBE certified contractors shall provide bona fide benefits to their employees. Cash payments in lieu of bona fide benefits will not be allowed on this Project.**

ARTICLE X

SUBCONTRACTING

The Project Contractor agrees that neither it nor any of its contractors or subcontractors of whatever tier will subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement.

Section 1. Any employer bidding as a general contractor shall notify any potential subcontractor of the existence of the terms and conditions of this Agreement.

Section 2. In the event the Employer subcontracts out any work covered by this Agreement, such subcontractors, at all tiers, shall become signatory to this Agreement, prior to beginning work on the Project.

ARTICLE XI

UNION SECURITY

Section 1. [Add Union Security per applicable Local CBA]

ARTICLE XII

PROJECT WORK RULES

Section 1. Slowdowns, standby crews and featherbedding practices will not be tolerated.

Section 2. [Add additional rules as necessary]

ARTICLE XIII

HOURS OF WORK, ETC.

Section 1. Shifts

- a) Shift work may be performed at the option of the Contractor(s) upon three (3) working days' prior written notice to the Union(s), and shall continue for a period of not less than five (5) working days. Saturdays and Sundays, if worked, may be used for establishing the five (5) day minimum work shift. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (1/2) hour non-paid lunch period and shall be paid at the regular rate of pay.
- b) If the Contractor works two (2) ten (10) hour shifts, each shall consist of ten (10) hours of continuous work exclusive of a one-half (1/2) hour non-paid lunch period and shall be paid at the regular rate of pay.
- c) When three (3) shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (1/2) hour non-paid lunch period and shall be paid at the regular rate of pay. The last shift starting on or before 6:00 P.M. Friday and carrying over to Saturday shall be considered Friday work time and the shift starting on or before 6:00 P.M. on Sunday and carrying over to Monday shall be considered Sunday work time. The shift starting at or after 6:00 A.M., is designated as the first shift with the second shift following.

Section 2. Make-Up Day

- a) In the event the contractor is unable to work forty (40) hours in any 8 hour shift work week due to inclement weather, Saturday and/or Sunday may be used as a voluntary make-up day. The pay will be the employee's regular straight time rate of pay.

ARTICLE XIV

APPRENTICESHIP UTILIZATION

Section 1. The Project Contractor and its subcontractors shall implement a Project Apprenticeship Program to meet the requirements established. The signatory unions shall supply labor for each craft to provide training and job opportunities as a means to increase the skill of the Regions work force.

Section 2. The Project Contractors and its subcontractors shall commit to meet the project apprenticeship participation requirements of fifteen percent (15%) per craft of the total contract labor hours, excluding offsite vendors and suppliers.

Section 3. The signatory unions shall provide upon request by each employer or subcontractor, sufficient quantities of qualified SAC-registered (Washington State Apprenticeship Training Council) approved apprentices to complete the task assigned. Such apprentices shall work under the supervision of a journeyman.

Section 4. During the initial construction planning period, the Project Contractor and its subcontractors shall prepare and submit a plan for SAC-registered apprentice's participation. The plan of the Project Contractor and each subcontractor shall estimate the total contract labor hours to establish the framework for apprenticeship participation to be submitted to GC/CM at the pre-construction meeting.

Section 5. Each subcontractor shall provide a monthly report of apprentices used that month by craft and trade at each tier and level of work, noted with an ongoing status of the progress towards the originally submitted plan.

- a) The Apprenticeship monthly report shall identify the individual apprentices who participated.
- b) The Apprenticeship Program participation requirements shall apply to all change orders and amendments to the contract.
- c) All Apprenticeship and Workforce reports are to be in electronic form. The Fields and the types of information requested to be determined mutually between the parties.
- d) Bidders are to submit verification that the subcontractor has been notified of the Apprenticeship Program Requirements of this Article.

ARTICLE XV

HELMETS TO HARDHATS

Section 1. The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") 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.

Section 2. The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE XVI

REFERRAL PROCEDURES

Section 1. There shall be no discrimination against any employee or applicant for employment because of his or her membership or non-membership in the union or based upon race, creed, color, sex, age or national origin of such employee or applicant.

ARTICLE XVII

SAFETY AND HEALTH

Section 1. The Project Contractor and its subcontractors and their respective employees shall comply with all applicable provisions of State and Federal laws and regulations including the Occupational Safety and Health Act of 1970 as amended, relating to job safety and safe working, practices.

Section 2. The Project Contractor and its subcontractors shall provide a convenient and sanitary supply of drinking water, cooled in the summer months, and sanitary drinking cups.

Section 3. The Project Contractor and its subcontractors shall provide adequate sanitary toilet facilities, water and clean up facilities for the employees.

Section 4. The Project Contractor and its subcontractors shall provide a safe place for storage of tools and facilities ventilated and heated for changing clothes.

Section 5. All required safety equipment shall be provided by the GC/CM or its subcontractors.

ARTICLE XVIII

GENERAL SAVINGS CLAUSE

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

Section 2. If any article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this agreement or the applications of such article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

ARTICLE XIX

TERMS OF AGREEMENT

Section 1. This Project Labor Agreement shall become effective on _____ and shall continue only until the Project is completed or abandoned by the Owner, or by the Project Contractor for the Project.

EMPLOYER _____

Name: _____

Title: _____

Date: _____

UNION _____

Name: _____

Title: _____

Date: _____

UNION _____

Name: _____

Title: _____

Date: _____

UNION _____

Name: _____

Title: _____

Date: _____

UNION _____

Name: _____

Title: _____

Date: _____

**P-990 EXPLOSIVE HANDLING WHARF #2, NAVAL BASE KITSAP – BANGOR,
SILVERDALE, WA**

**PROJECT LABOR AGREEMENT
ATTACHMENT “A”
LETTER OF ASSENT**

The undersigned, as a contractor or subcontractor on a contract to perform construction work as part of the P-990 Explosive Handling Wharf #2 project, for and in consideration of the award of a contract to perform work on the project, and in full consideration of the mutual promises made in the Project Labor Agreement a copy of which was received and is acknowledged hereby:

1. On behalf of itself and all its employees, accepts and agrees to be bound by the terms and conditions of the Project Labor Agreement, together with any and all amendments and supplements now existing or which are later made thereto, and understands that any act of non-compliance with all such terms and conditions, including evidence of non-compliance with the drug-free workplace program, will subject the non-complying Contractor or employee(s) to being prohibited from the project site until full compliance is obtained.
2. Certifies that it has no commitments or agreements which would preclude its full compliance with the terms and conditions of said Project.
3. Agrees to secure from any subcontractor, of any tier (as defined in said Project Labor Agreement), a duly executed Letter of Assent in form identical to this document prior to that subcontractor's commencement of any work on the project.

Dated: _____
Company/ Contractor: _____
Signature of Authorized Representative: _____
Name of Authorized Representative: _____
Title: _____

SECTION 00800 continued

General Decision Number: WA100111 11/04/2011 WA111

Superseded General Decision Number: WA20080111

State: Washington

Construction Type: Heavy
Including water and sewer line construction

County: Kitsap County in Washington.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

Modification Number	Publication Date
0	03/12/2010
1	04/02/2010
2	07/02/2010
3	07/30/2010
4	08/13/2010
5	10/01/2010
6	11/19/2010
7	11/26/2010
8	07/01/2011
9	09/23/2011
10	10/28/2011
11	11/04/2011

CARP0770-031 06/01/2010

	Rates	Fringes
CARPENTER (Including Formwork)...	\$ 35.39	13.08
PILEDRIVERMAN.....	\$ 35.59	13.08

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIVERS

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

- Seattle Olympia Bellingham
- Auburn Bremerton Anacortes
- Renton Shelton Yakima
- Aberdeen-Hoquiam Tacoma Wenatchee
- Ellensburg Everett Port Angeles
- Centralia Mount Vernon Sunnyside

Chelan Pt. Townsend

Zone Pay:

0 -25 radius miles Free
26-35 radius miles \$1.00/hour
36-45 radius miles \$1.15/hour
46-55 radius miles \$1.35/hour
Over 55 radius miles \$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:

0 -25 radius miles Free
26-45 radius miles \$.70/hour
Over 45 radius miles \$1.50/hour

ELEC0046-006 06/01/2009

	Rates	Fringes
ELECTRICIAN.....	\$ 40.81	3%+15.71

ENGI0302-027 06/01/2011

	Rates	Fringes
Power equipment operators:		
Group 1A.....	\$ 35.79	15.15
Group 1AA.....	\$ 36.36	15.15
Group 1AAA.....	\$ 36.92	15.15
Group 1.....	\$ 35.24	15.15
Group 2.....	\$ 34.75	15.15
Group 3.....	\$ 34.33	15.15
Group 4.....	\$ 31.97	15.15

Zone Differential (Add to Zone 1 rates):
Zone 2 (26-45 radius miles) - \$1.00
Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: Aberdeen, Bellingham, Bremerton, Everett, Kent, Mount Vernon, Port Angeles, Port Townsend, Seattle, Shelton, Wenatchee, Yakima

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom (including jib with attachments); Tower crane over 175 ft in height, base to boom; Excavator/Trackhoe: Over 90 metric tons

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; excavator/Trackhoe: over 50 metric tons to 90 metric tons;

GROUP 1 - Cranes 45 tons thru 99 tons, under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator/Trackhoe: over 30 metric tons to 50 metric tons; Loader- overhead 6 yards to, but not including 8 yards; Dozer D-10; Screedman; Scrapers: 45 yards and over; Grader/Blade; Paver

GROUP 2 - Cranes, 20 tons thru 44 tons with attachments; Crane-overhead, bridge type-20 tons through 44 tons; Drilling machine; Excavator/Trackhoe: 15 to 30 metric tons; Horizontal/directional drill operator; Loaders-overhead under 6 yards; Scraper: under 45 tons; Mechanic; Piledriver; Boring Machine

GROUP 3 - Cranes-thru 19 tons with attachments; A-frame crane over 10 tons; Dozers-D-9 and under; Motor patrol grader-nonfinishing; Roller-Plant Mix; Excavator/Trackhoe: under 15 metric tons; Service Oiler; Forklift: 3,000 lbs and over with attachments; Boom Truck over 10 tons

GROUP 4 - Cranes-A frame-10 tons and under; Roller-other than plant mix; Forklift: under 3,000 lbs with attachments Grade Checker; Drill Assistant; Boom Truck 10 tons and under

IRON0086-010 07/01/2010

	Rates	Fringes
IRONWORKER (Reinforcing, Structural and Ornamental).....	\$ 37.67	19.60

LABO0001-026 06/01/2009

ZONE 1:

	Rates	Fringes
Laborers:		

GROUP 2.....	\$ 24.86	9.07
GROUP 3.....	\$ 30.96	9.07
GROUP 4.....	\$ 31.70	9.07
GROUP 5.....	\$ 32.21	9.07

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,
TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.
TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective
city hall

ZONE 2 - More than 25 but less than 45 radius miles from the
respective city hall

ZONE 3 - More than 45 radius miles from the respective city
hall

LABORERS CLASSIFICATIONS

GROUP 2: Flagman

GROUP 3: General Laborer; Mason Tender-Cement/Concrete; Form
Stripping

GROUP 4: Grade Checker; Pipe Layer; Handheld Drill; High
Scaler; Jackhammer

GROUP 5: Mason Tender-Brick

PAIN0005-008 03/01/2009

	Rates	Fringes
PAINTER (Brush, Roller and Spray).....	\$ 20.82	7.44

* PLAS0528-004 10/01/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 34.90	14.38

SUWA2009-062 08/07/2009

	Rates	Fringes
LABORER: Landscape and Irrigation.....	\$ 13.52	3.35

OPERATOR: Asphalt Plant.....	\$ 34.14	0.68
OPERATOR: Backhoe.....	\$ 27.86	6.92
OPERATOR: Broom/Sweeper.....	\$ 30.39	3.77
OPERATOR: Power Shovel.....	\$ 25.12	7.83
OPERATOR: Skid Steer.....	\$ 10.63	0.00
OPERATOR: Loader.....	\$ 26.46	7.94
TRUCK DRIVER: Dump Truck.....	\$ 25.75	8.38
TRUCK DRIVER: Flatbed Truck.....	\$ 22.74	6.29
TRUCK DRIVER: Lowboy Truck.....	\$ 22.89	5.72

* TEAM0174-006 06/01/2009

Rates Fringes

Truck drivers:

ZONE A:

GROUP 1:.....	\$ 31.87	14.60
GROUP 2:.....	\$ 31.03	14.60

ZONE B (25-45 miles from center of listed cities*): Add \$.70 per hour to Zone A rates.

ZONE C (over 45 miles from centr of listed cities*): Add \$1.00 per hour to Zone A rates.

*Zone pay will be calculated from the city center of the following listed cities:

BELLINGHAM CENTRALIA RAYMOND OLYMPIA
EVERETT SHELTON ANACORTES BELLEVUE
SEATTLE PORT ANGELES MT. VERNON KENT
TACOMA PORT TOWNSEND ABERDEEN BREMERTON

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Water Truck-3,000 gallons and over; Semi-Trailer Truck

GROUP 2 - Water Truck- less than 3,000 gallons

HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is

required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C: +\$.25 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B: +\$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."

LEVEL A: +\$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).
Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION