

REGIONAL WORKFORCE EQUITY AGREEMENT

2022

This Regional Workforce Equity Agreement (this “**Agreement**”) is entered into by and between the Public Owners, the Unions, the Pacific Northwest Regional Council of Carpenters, and the Columbia Pacific Building Trades Council (each a “**Party**” and collectively, the “**Parties**”). Prime Contractors shall acquire rights and responsibilities under this Agreement via execution of Prime Contracts awarded by Public Owners for Covered Projects. Subcontractors shall acquire rights and responsibilities under this Agreement via execution of Letters of Assent.

RECITALS

The following Recitals set forth certain context within which, and intentions of the Parties pursuant to which, the terms and conditions of this Agreement arise:

A. In July 2018, Oregon Metro convened the Construction Career Pathways Project Public Owner Workgroup (Workgroup), comprised of sixteen public agencies tasked with developing a regional approach to construction workforce equity for the Greater Portland metropolitan area. Over the course of nearly a year, the Workgroup met as a whole and in subcommittees to identify regional strategies and potential investments that will grow the number of people of color and women in the construction trades. The resulting Regional Framework summarized a series of strategies needed for creating and sustaining a diverse construction workforce, offering high level guidance to Public Owners committed to fostering the diverse workforce needed to meet projected construction demand. One of the Framework’s core recommendations was that Public Owners utilize “Workforce Agreements” to advance goals of equity and inclusion in the construction industry. This Agreement results from that process and the Parties’ shared intentions.

B. Each Public Owner awards contracts for construction of public works projects, to advance a variety of public purposes. Public Owners have a unique role in the construction industry to ensure that public dollars spent benefit the community that they serve and do not indirectly or passively perpetuate discrimination against or historical under-inclusion of minorities and women and low-income people in the construction industry. Public Owners also have an interest in promoting the use of local vendors, suppliers, contractors, subcontractors, and encouraging the hiring of local area workforce, which will return long-term community benefits. Similarly, the Unions and the Councils have a unique role in these regards in the construction industry, are well-positioned to facilitate the goals of the Public Owners, and desire to do the same.

C. The Unions and the Councils recognize that disruptions caused by labor unrest, including any strike, sympathy strike, work stoppage, picketing, bannering, hand-billing or otherwise advising the public that a labor dispute exists, walk-out, slowdown of any kind, lock out, interruption, or any other labor disruption or interference of any kind with the work on a

Covered Project would significantly hinder the ability of Public Owner to advance their institutional missions.

D. The Unions and the Councils recognize that Public Owners are entitled to retain and exercise full and exclusive authority for the management of their operations, and shall remain the sole judge in determining the competency and qualifications of all firms responding to its solicitations regarding their construction projects.

E. Public Owners and the Unions and the Councils wish to ensure a level playing field such that all types of contractors can participate on public works projects, providing quality employment and training opportunities and service to the public in furtherance of project construction.

F. In addition to ensuring equal opportunity and efficient and cost-effective construction of public works, Public Owners and the Unions and the Councils wish to ensure that employment and training provided on public works projects are high-quality opportunities for workers to build pathways to long-term construction careers. This Agreement is adopted in conjunction with efforts by Unions to revise admissions, enrollment, and referral requirements for JATCs (including establishment of direct entry and/or direct application systems) to advance the purposes of this Agreement.

NOW THEREFORE, pursuant to the foregoing Recitals, which the Parties agree are true and accurate and are a part of the terms and conditions of this Agreement, and in consideration of the representations, covenants and warranties exchanged herein, the Parties DO HEREBY FURTHER AGREE AS FOLLOWS:

DEFINITIONS

The following terms and their derivations (including singular and plural forms but not including non-capitalized forms) shall have the following meanings in, and are a part of the terms and conditions of, this Agreement:

“BOLI Prevailing Wage Rate” means the applicable wage rate published by the Oregon Bureau of Labor and Industries in its Prevailing Wage Rates for Public Works Contracts in Oregon.

“BOLI Prevailing Wage Scope” means an Occupational Definition as set forth in the applicable Oregon Bureau of Labor and Industries Definitions of Covered Occupations for Public Works Contracts in Oregon.

“Councils” shall mean the Pacific Northwest Regional Council of Carpenters and the Columbia Pacific Building Trades Council.

“Covered Project” means a construction project contracted for by a Public Owner during the term of this Agreement (or earlier, if so indicated by the applicable Public Owner Attachment) and within the coverage provisions of the applicable Public Owner Attachment.

“Covered Work” means tasks that are in furtherance of construction of a Covered Project, that (i) at the time of award of the Prime Contract under which work is being performed, are within the scope of jurisdiction of an MLA of a Union that has executed and is Party to this Agreement; (ii) is within the coverage provisions set forth in Section 2.1; and (iii) is not within an exclusion set forth in Section 2.2.

“Equity Contractor” is a construction contractor certified in a category required to satisfy the Equity Contracting Program Requirements applicable to a Covered Project.

“Equity Contracting Program Requirements” means requirements imposed on a Covered Project by a public funding source, requiring efforts to include specified types of businesses in contract and/or subcontract awards for project construction. Equity Contracting Program Requirements for each Public Owner are set forth in Prime Contracts for Covered Projects.

“Equity Worker” means an individual in a category required to satisfy the Workforce Diversity Program Requirements applicable to a Covered Project.

“High Road Contractor” is a Prime Contractor or Subcontractor that meets all of the following requirements at time of entry into a contract for performance of Covered Work, and throughout performance of Covered Work:

- a. if required to utilize apprentices pursuant to Section 10.1.C.i, is an Oregon Bureau of Labor and Industries (BOLI) registered training agent;
- b. provides health insurance for all craft employees performing Covered Work, with an option for family enrollment in conjunction with employee contribution to premiums;
- c. has not been cited by the U.S. Department of Labor OSHA or Oregon OSHA for a willful violation or failure to abate violation within the three years prior to bidding or proposing on a project covered by this Agreement; citations currently being contested or that were vacated upon review do not affect Contractor eligibility;
- d. is in compliance with all requirements of the State of Oregon Construction Contractor's Board and the State of Oregon's requirements for workers compensation insurance;
- e. has not been found:
 - i. by the U.S. Department of Labor to have committed an aggravated or willful violation of Davis-Bacon and Related Acts;

- ii. by BOLI to have committed a willful violation of prevailing wage rate laws;
- iii. by BOLI to have violated Oregon’s anti-discrimination or anti-retaliation laws; or
- iv. by the U.S. Equal Employment Opportunity Commission to have violated Title VII or other federal anti-discrimination laws;

each within the three years prior to bidding or proposing on a project covered by this Agreement; citations or findings currently being contested that have been vacated do not affect Contractor eligibility;

- f. if using the services of a construction labor contractor, only uses an entity possessing a valid Construction Labor Contractor License issued by BOLI in accordance with the Oregon Contractor Registration Act, ORS 658.405, *et seq.*; and
- g. if a Subcontractor, commits to self-performing at least 30% of the contract work awarded.

“Master Labor Agreement” or “MLA” means the collective bargaining agreement between a Union and a Prime Contractor or Subcontractor in that Union’s craft. Each Union shall provide to each Public Owner a copy of its Master Labor Agreement within 30 calendar days after the Effective Date of this Agreement; and shall provide to each Public Owner any revised or amended Master Labor Agreement within 15 calendar days of such revision or amendment.

“Non-Referred Employee” means an individual who is employed by a Contractor or Subcontractor to perform Covered Work, but who was not referred to a Covered Project by a Union from its hiring hall.

“PNWRCC” means the Pacific Northwest Regional Council of Carpenters.

“Prime Contract” means the construction services contract awarded by a Public Owner for construction of a Covered Project.

“Prime Contractor” means a business entity that: (a) enters into a Prime Contract with a Public Owner for construction of a Covered Project; and (b) acquires rights and responsibilities under this Agreement via execution of Prime Contracts.

“Public Owner Attachment” means the attachment in Exhibit B to this Agreement, specific to each Public Owner, by execution of which a Public Owner may become a Party to this Agreement, describing that Public Owner’s projects to which this Agreement shall apply, and establishing other specific terms and conditions applicable to such projects with respect to issues addressed in this Agreement.

“Subcontractor” means a business entity that: (a) enters into a contract at any tier for performance of Covered Work in furtherance of and subject to a Prime Contract; and (b) acquires rights and responsibilities under this Agreement via execution of a Letter of Assent.

“Term” has the meaning set forth in Section 17.4.

“Trade” means a particular “Trade/Occupation” as defined in the Oregon Bureau of Labor and Industries’ published “Definitions of Covered Occupations for Public Works Contracts in Oregon.”

“Trades Council” means the Columbia Pacific Building Trades Council.

“Union” means a construction trade union that executes this Agreement.

“Union Referred Employee” means an individual who is referred by a Union from its hiring hall, who is employed by a Prime Contractor or Subcontractor to perform Covered Work.

“Workforce Diversity Goals” means the percentage goals set forth in Article 10.1.B.

“Workforce Diversity Program Requirements” means the specifications imposed on a Covered Project by a public funding source, relating to efforts to provide employment and training opportunities to specified categories of workers performing Covered Work. Workforce Diversity Program Requirements for each Public Owner are set forth in Article 10.1.B, the Public Owner Attachments, and/or Prime Contracts.

ARTICLE I **Purpose**

In addition to the context and objectives set forth in the Recitals, the terms and conditions of this Agreement arise in the following context and with the following intentions of the Parties, including in furtherance of the objectives, acknowledgements, covenants and agreements set forth in this Article I.

1.1 Objectives. The objectives of this Agreement are to ensure that:

A. The public served by the Public Owners receives the fullest benefit of Covered Projects, including economy and efficiency;

B. The Public Owners optimize through their contracting processes on Covered Projects diverse community participation inclusive of racial and ethnic minorities, women, and disadvantaged enterprises and employees;

C. Public Owners receive the benefit of a highly skilled and well-trained workforce, and the development through apprentice programs of skilled labor based in the community, in the performance of the work on Covered Projects;

D. Covered Projects are performed without disruptions caused by labor unrest, including any strike, sympathy strike, work stoppage, picketing, bannering, hand-billing or otherwise advising the public that a labor dispute exists, walk-out, slowdown of any kind, lock out, interruption, or any other labor disruption of or interference of any kind with the work on a Covered Project;

E. Covered Projects are constructed with a fair and balanced approach with respect to the rights and obligations of union and open-shop contractors and their employees and the equity interests of the community.

F. In an effort to advance the region's shared equity goals and build a strong industry-wide approach to advance quality construction and long-term quality construction careers both union and non-union subcontractors and workers may perform work on Covered Projects.

1.2 Importance of Project Cooperation. The Parties recognize the need for the timely completion of Covered Projects without interruption or delay. This Agreement is intended to enhance this cooperative effort through the establishment of a framework for labor-management-community cooperation on matters of mutual concern, including productivity, quality of work, labor stability, safety and health.

1.3 Parties' Roles. The Parties recognize that they play an integral and critical role in ensuring diverse participation on Covered Projects, and in the development of skilled craft workers through the apprenticeship objectives of this Agreement, and commit to compliance with the objectives of this Agreement and the construction contracts for Covered Projects. Public Owners shall require Prime Contractors and Subcontractors performing Covered Work to comply with this Agreement's terms and to the extent set forth herein.

1.4 Need for Skilled, Qualified Craft Workers. The Parties agree that the timely construction of Covered Projects will require substantial numbers of employees for construction and supporting crafts possessing skills and qualifications that are vital to its completion. The Parties will work together to furnish skilled, efficient craft workers for the construction of Covered Projects.

1.5 Stable Working Conditions. Further, the Parties desire to mutually establish and stabilize wages, hours and working conditions for the craft workers on Covered Projects, to encourage close cooperation between the Prime Contractor, Subcontractors, and the Unions, and to ensure that a satisfactory and constructive relationship will exist between the Parties throughout the Term of this Agreement.

1.6 No Disruptions, Labor-Management Harmony. In recognition of the needs of Covered Projects, 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, all Prime Contractors and Subcontractors agree not to engage in any lockout, and the Unions agree not to engage in disruptions caused by labor unrest,

any strike, sympathy strike, work stoppage, picketing, bannering, hand-billing or otherwise advising the public that a labor dispute exists, walk-out, slowdown of any kind, lock out, interruption, or any other labor disruption of or interference of any kind with the work on a Covered Project.

1.7 Expiration of Master Labor Agreements. If a Master Labor Agreement expires during the course of performance of a Covered Project, it is specifically agreed that there shall not be any disruptions caused by labor unrest, including any strike, sympathy strike, work stoppage, picketing, bannering, hand-billing or otherwise advising the public that a labor dispute exists, walk-out, slowdown of any kind, lock out, interruption, or any other labor disruption of or interference of any kind with the work on a Covered Project. The wages, benefits and terms of employment applicable to union employees of Prime Contractors and Subcontractors shall be those established in the applicable Master Labor Agreement or any subsequent applicable Master Labor Agreement that is negotiated and ratified during the course of performance of a Covered Project. Non-signatory contractors employing union workers pursuant to this Agreement shall be notified by the referring union hiring hall within three business days of any change in Master Labor Agreements applicable pursuant to this Agreement.

1.8 Settlement of Issues. The Parties understand and agree that issues may arise that were not anticipated and that could cause unforeseen difficulties for the Public Owners, Prime Contractors, Subcontractors, Unions, employees and the community. All Parties agree to work cooperatively to resolve any such issues, including the option of amending this Agreement at any time if necessary.

ARTICLE II **Scope of Agreement**

2.1 Scope and Coverage.

A. Application to Construction Work. This Agreement shall apply only to Covered Work, as defined herein and as more specifically described in the remainder of this Section 2.1. Where there is a conflict, the terms and conditions of this Agreement shall supersede and override the terms and conditions of any and all other national, area, or local Master Labor Agreements or other collective bargaining agreements; except for all work performed under the NTD Articles of Agreement; the National Stack/Chimney Agreement; the National Cooling Tower Agreement; and all instrument calibration work and loop checking, which shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians; and the National Agreement of the International Union of Elevator Constructors; with the exception of Articles V, VI and VII of this Agreement, which shall apply to all such work. It is acknowledged and agreed that this is a self-contained, stand-alone Agreement and that, by virtue of becoming bound to this Agreement, no Prime Contractor or Subcontractor will be obligated to sign any other local, area, or national agreement.

B. Public Owner Attachments. Attachment B contains the Public Owner Attachment for each Public Owner, describing which projects of that Public Owner are covered by this

Agreement, and by execution of which a Public Owner may become a Party to this Agreement. Public Owner Attachments are incorporated as terms and conditions of this Agreement. Each Public Owner Attachment is finalized and incorporated into this Agreement only at such time as the corresponding Public Owner has executed and become a party to this Agreement. If a Public Owner Attachment contains terms at variance from this Agreement, such terms shall take effect only if the Public Owner Attachment is negotiated, agreed, and executed by the Public Owner, the Trades Council (on behalf of its affiliated Unions), and the PNWRCC. If a Public Owner determines that legal requirements or funding requirements applicable to a project require revision of terms of this Agreement in order to utilize this Agreement, then the Public Owner, the Trades Council, and the PNWRCC shall meet and confer to discuss revision of terms of this agreement so as to satisfy such requirements; and revised terms shall take effect if negotiated, agreed, and executed by the Public Owner, the Trades Council (on behalf of its affiliated Unions), and the PNWRCC. If such agreement cannot be reached, then based on legal requirements or funding requirements Public Owner may decline to apply this Agreement to the project in question.

C. Application to Covered Projects. Subject to Section 2.1.D of this Agreement, this Agreement shall apply only to that Covered Work performed at a Covered Project site.

D. Fabrication. This Agreement shall also apply to that work performed at temporary facilities, such as fabrication yards and/or assembly plants located at or adjacent to a Covered Project site, which are integrated with and set up for, the purpose of servicing a Covered Project, rather than to serve the public generally, and are determined by appropriate governmental authorities to be subject to payment of prevailing wages in connection with a Covered Project.

E. Subcontractors at Every Tier. Except as otherwise set forth herein, the provisions of this Agreement shall apply to each and every Prime Contractor and Subcontractor. Each Prime Contractor and each Subcontractor shall ensure that each subcontractor that is awarded Covered Work executes the Letter of Assent (as set forth in Attachment A) prior to commencing Covered Work, unless exempted pursuant to this Agreement. A Prime Contractor or Subcontractor may perform Covered Work without regard to whether that Prime Contractor or Subcontractor performs work at other sites on either a union or non-union basis. This Agreement shall not apply to any work of any Prime Contractor or Subcontractor other than the Covered Work specifically covered by this Agreement. No Prime Contractor or Subcontractor shall be required to become signatory to a Master Labor Agreement as a condition or result of performing Covered Work.

F. Binding Effect on Parties. This Agreement shall only be binding on the Parties, Prime Contractors, and Subcontractors on Covered Projects to the extent set forth herein, and shall not apply to the parents, affiliates or subsidiaries the Parties or Prime Contractors and Subcontractors, or to any other projects.

2.2 Exclusions. Exclusions from all or some (as set forth below) provisions of this Agreement include the following types of work, material suppliers, categories of employers, trades and employees:

A. Outside Scope. Construction work outside the scope of the construction contract for a Covered Project.

B. Material Suppliers. Material suppliers retained by a Prime Contractor or Subcontractor for a Covered Project and off-site manufacture of materials, equipment and machinery.

C. Funding Requirements. This Agreement only governs construction of Covered Projects and shall be subordinate to any and all stipulated requirements in the relevant statutes enabling funding or financing of a Covered Project.

D. Non-Performing Personnel. Construction-related personnel not directly performing public work within the BOLI Prevailing Wage Scopes, including but not limited to: executives, superintendents, supervisors, assistant supervisors, any employee classified as salaried General Foreman and above; technical employees including, but not limited to architects, engineers, staff engineers, and inspectors; mail carriers, messengers, delivery couriers; clerks, timekeepers, office workers; security guards; emergency medical and first aid technicians; and other professional, engineering, administrative, community relations or public affairs, environmental compliance, supervisory and management employees. If such employees at any time perform work within a BOLI Prevailing Wage Scope or within the scope of a Union's Master Labor Agreement on a Covered Project, then this Agreement shall apply with regard to that work.

E. Non-Construction Labor. Work of other non-construction trade labor that may be identified during the course of a Covered Project, including but not limited to:

1. Artists retained by a Public Owner during the course of a Covered Project and whose work is not within a BOLI Prevailing Wage Scope.

2. Furniture, fixture and equipment installers retained by the Public Owners for work to be performed after the Prime Contractor or Subcontractor has completed construction related work and/or after the Prime Contract substantial completion date.

3. Employers and their employees directly controlled by the Public Owners, including construction and non-construction support services contracted by the Public Owners in connection with a Covered Project separately from the Prime Contractor; and the Public Owner's "Owner's Representative" for a Covered Project.

4. All unrepresented employees of the design teams or other consultants of a Public Owner or any Prime Contractor or Subcontractor for specialty testing, commissioning, design, and other professional services.

5. Employees engaged in any work performed on or near, or leading to or into, a Covered Project site by state, county, city or other governmental bodies, their other retained contractors, or by the public utilities or their contractors, or by the other public agencies or their contractors.

6. Work by employees of a manufacturer or vendor necessary to maintain such manufacturer's or vendor's written warranty or guarantee, or the on-site supervision of such work. Any such work shall be identified not less than ten (10) working days prior to and discussed at the relevant pre-construction conference, or as soon as the Public Owner or the Prime Contractor or Subcontractor is aware of the need to invoke this provision. Upon request from a Union, the Public Owner shall discuss with the vendor whether installation or application may be performed pursuant to terms of this Agreement without affecting the status of the warranty. The issue of whether it is necessary to use construction persons of the vendor or other companies to protect the warranty shall be subject to the grievance and arbitration clause of this Agreement, regardless of whether the bidding contractor is party to a Letter of Assent to this Agreement.

7. Unrepresented employees engaged in maintenance on equipment and machinery and on-site supervision of such work.

8. Unrepresented employees engaged in warranty functions and warranty work, and on-site supervision of such work.

9. Laboratories for specialty testing or inspections.

10. Construction work in support of or related to a Covered Project but for which the prime contract is awarded by another public entity.

F. Off-site Fabrication. Offsite fabrication at non-temporary facilities not established specifically for the Covered Project and which have been used for fabrication of other projects within the past year.

G. Deliveries (Non-Prevailing-Wage). All Project deliveries of materials that are not within a BOLI Prevailing Wage Scope, in accordance with ORS 279C.838 (3) and as defined in OAR 839-025-0004(32), -0035 (6) & (7). Truck drivers, parts runners and other delivery personnel working for contractors and subcontractors are generally not due the BOLI Prevailing Wage Rate for delivery to and from a Covered Project site. However, if driving takes place on a Covered Project site, or if these workers are engaged in performing other manual work at a Covered Project site, the applicable BOLI Prevailing Wage Rate must be paid to the workers for time spent on a Covered Project site. For enforcement purposes, truck drivers performing delivery for a construction contractor or subcontractor must be paid the BOLI Prevailing Wage Rate if they perform 15 minutes or more of driving or other work at a Covered Project site. See OAR 839-025-0004(32); OAR 839-025-0035(7). Truck drivers performing delivery for a commercial supplier are not generally due to receive the BOLI Prevailing Wage Rate for incidental work performed on a Covered Project site. These workers are due such rate only if they spend more than 20 percent of their time during a work week engaged in work on a Covered Project site. See OAR 839-025-0035(6).

H. Specialty and Proprietary Scopes. Scopes of work as may be determined by a Public Owner as specialty work and may require pre-qualification or may be proprietary. Any

such work shall be identified not less than ten (10) working days prior to and discussed at the relevant pre-construction conference, or as soon as the Public Owner or the Prime Contractor or Subcontractor is aware of the need to invoke this provision. Upon request from a Union, the Public Owner shall discuss with the Union whether such scope of work may reasonably be performed pursuant to terms of this Agreement, and whether pre-qualification is necessary.

I. Cost Overrun. In cases where all of the following are true: (i) the lowest responsive bid for or proposed total cost of construction of a Covered Project is at least 25% greater than the Public Owner's pre-bid estimate of construction cost; (ii) the Public Owner's construction management team receives reasonably reliable indication that application of the Agreement will increase project construction costs beyond the Public Owner's pre-solicitation estimate by at least 10%; and (iii) the cost increase jeopardizes the ability of the project to move forward within the Public Owner's established budget parameters or confirmed funding sources; then the Public Owner may reject such bid or proposal and re-solicit the project with revised project terms, including discretion to re-solicit without application of this Agreement, or with revised terms agreed among the Parties.

J. Public Owners. Nothing contained herein shall be construed to prohibit or restrict a Public Owner, or its employees, from performing work not covered by this Agreement on a Covered Project site. As areas and systems of a Covered Project are inspected and construction is tested by the Prime Contractor and accepted by the Public Owner, this Agreement shall not have further force or effect on such items or areas, except when the Prime Contractor is directed by the Public Owner to engage in repairs, modifications, and checkout and/or warranty functions as required in the Prime Contract for a Covered Project, unless these tasks are specifically excluded elsewhere in this Agreement.

K. Exclusion per Article XIV. Work performed by subcontractors excluded from application of this Agreement pursuant to Section 14.1 does not constitute Covered Work.

L. Independent Requirements. Nothing in this Agreement requires employees to join a Union or pay dues or fees to a Union as a condition of working on a Covered Project. This Agreement is not, however, intended to supersede independent requirements in applicable local Union agreements as to contractors that are otherwise signatory to those agreements and as to employees of such employers performing Covered Work.

ARTICLE III

Exclusive Representation and Authority

3.1 Owner Authority. The Parties recognize that the Public Owners retain and shall exercise full and exclusive authority for the management of its operations of construction of Covered Projects. Public Owners remain the sole judge in determining the competency and qualifications of all firms responding to solicitations. Public Owners have the absolute right to select any qualified bidder or proposer for the award of the prime contract on Covered Projects, provided that

such bidder or proposer shall be willing, ready, and able to execute and comply with this Agreement.

3.2 Pre-Job Conference. Each Prime Contractor and all Subcontractors performing Covered Work shall have a pre-job conference with each Union representing craft workers the Prime Contractor and Subcontractors intend to employ on the Covered Project not less than ten (10) working days prior to the commencement of performance of work on the Covered Project. Each such Union shall facilitate such conference with the cooperation of the Prime Contractor. The conference shall address, but not be limited to, workforce, key employees work dates, work hours, Project rules, employee transportation to and from the Covered Project site, safety, employee absenteeism, lunch, breaks, and craft work assignments. Subcontractors that subcontract out work in their awarded scope shall identify at the pre-job conference the portion of work to be subcontracted and the subcontractor to perform such work. Those subcontractors shall be required to sign a Letter of Assent and participate in the pre-job conference. The Prime Contractor shall provide the Trades Council and PNWRCC with the Letters of Assent executed by all Subcontractors at the Pre-Job Conference. For any Subcontractor for which the subcontract and Letter of Assent are executed after that date, the Letter of Assent shall be provided to the Trades Council and PNWRCC not less than ten (10) working days prior to that Subcontractor's commencement of performance of work on the Covered Project.

3.3 Union Access. Authorized representatives of the Unions shall have access to the site of Covered Projects, provided they do not interfere with the work of the employees and further provided that such representatives comply with any visitor and security rules established for a Covered Project. No union representative will be denied reasonable access to its members.

ARTICLE IV **Jurisdiction**

4.1. The assignment of work will be solely the responsibility of the Prime Contractor or Subcontractor performing the work involved; and such work assignments will be in accordance with the Plan for Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan, and generally in accordance with traditional craft jurisdictional lines, agreements of record, established trade agreements, prevailing area practices, and Composite Crews per Section 8.4 of this Agreement.

4.2. All jurisdictional disputes regarding a Covered Project 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 Union Parties to this Agreement.

4.3. All jurisdictional disputes shall be resolved without the occurrence of any disruptions caused by labor unrest, including any strike, sympathy strike, work stoppage, picketing, bannering, hand-billing or otherwise advising the public that a labor dispute exists, walk-out,

slowdown of any kind, lock out, interruption, or any other labor disruption of or interference of any kind with the work on a Covered Project, and the Prime Contractor's or Subcontractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

4.4. Each Prime Contractor and Subcontractor will conduct a pre-job conference with the Trades Council and the PNWRCC prior to commencing work. The applicable Prime Contractor and Public Owner will be advised in advance of all such conferences and may participate if they wish.

ARTICLE V **No Disruptions**

5.1 No Disruptions. During the Term of this Agreement, there shall not be any disruptions caused by labor unrest, including any strike, sympathy strike, work stoppage, picketing, bannering, hand-billing or otherwise advising the public that a labor dispute exists, walk-out, slowdown of any kind, lock out, interruption, or any other labor disruption of or interference of any kind with the work on a Covered Project for any reason by any Union or their members, and there shall be no lock out by a Prime Contractor or Subcontractor. Unions, Prime Contractors and Subcontractors agree that they shall not sanction, recognize, aid or abet, incite, encourage or continue any such disruptive activity and shall undertake all reasonable means to prevent or terminate it. Unions shall not conduct activities that violate this Section 5.1. For purposes of this Agreement, "bannering" shall mean the posting of signs, banners or balloons on or adjacent to a Covered Project site or any of the Public Owners' other buildings or sites, with the intent to threaten, coerce, or restrain a Public Owner, when a Public Owner is a secondary employer not directly involved in a primary labor dispute, if the object of the bannering is to cause the Public Owner to cease doing business with the subject Prime Contractor or Subcontractor. "Bannering" shall not include the posting of signs on a Covered Project site or perimeter fences identifying any active participant in a Covered Project, which identification signs are specifically permitted.

5.2 No Employee Actions. During the term of this Agreement there shall not be any disruptions caused by labor unrest, including any strike, sympathy strike, work stoppage, picketing, bannering, hand-billing or otherwise advising the public that a labor dispute exists, walk-out, slowdown of any kind, lock out, interruption, or any other labor disruption of or interference of any kind with the work on a Covered Project for any reason by any employee on Covered Projects. Failure of any Union or employee to cross any picket line established at the Covered Project site is a violation of this Article. Unions and the Councils shall not sanction, aid, abet, encourage or continue any disruptions caused by labor unrest, including any strike, sympathy strike, work stoppage, picketing, bannering, hand-billing or otherwise advising the public that a labor dispute exists, walk-out, slowdown of any kind, lock out, interruption, or any other labor disruption of or interference of any kind with the work on a Covered Project for any reason at a Public Owner's Project site 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.

Unions shall make best efforts to ensure that no Union-Referred Employee engages in activities which violate Section 5.1 or 5.2. However, a Union shall not 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 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 Union will immediately instruct, order and use the best efforts of his/her office to cause the employees the Union represents to cease any violations of this Article. A Union complying with this obligation shall not be liable for unauthorized acts of employees it represents.

Participation by such an employee or group of employees in an act violating the foregoing provision will be cause for discharge or removal of the employee, or cancellation of contract by the Public Owner and/or the Prime Contractor or the Subcontractor if such activity is supported by the Prime Contractor and/or the Subcontractor in violation of Section 5.1. If there is any disruption caused by labor unrest, including any strike, sympathy strike, work stoppage, picketing, bannering, hand-billing or otherwise advising the public that a labor dispute exists, walk-out, slowdown of any kind, lock out, interruption, or any other labor disruption of or interference of any kind with the work on a Covered Project for any reason in violation of this Agreement by any Union, it is agreed that the other Unions shall be bound to ignore and shall not participate in such disruption and shall continue to staff the subject Covered Project without interruption.

5.3 Expedited Arbitration. Any party subject to this Agreement may institute the following binding arbitration procedure when a violation of Section 5.1 or 5.2 is alleged. In the event a party institutes this procedure, arbitration shall be mandatory.

5.3.1 The party invoking this procedure shall immediately initiate arbitration through Arbitration Service of Portland or the Federal Mediation & Conciliation Service, which the parties agree shall be the system for designation of an Arbitrator under this procedure. Notice to the Arbitrator shall be by the most expeditious means available, with written notice by email or similar means to the party alleged to be in violation.

5.3.2 Upon receipt of said notice the Arbitrator named above or the alternate shall designate a place for, schedule and hold a hearing within twenty-four hours or another short timeframe as mutually agreed.

5.3.3 The Arbitrator shall notify the parties by electronic mail or similar means of the place and time chosen for the session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an award by the Arbitrator.

5.3.4 The sole issue at the hearing shall be whether or not a violation of Section 5.1 and/or 5.2 has in fact occurred. The award shall be issued in writing within three hours after the close of

the hearing and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen calendar days, but its issuance shall not delay compliance with, or enforcement of, the award. The Arbitrator shall order cessation of the violation of Section 5.1 and/or 5.2 and other appropriate relief, and such award shall be served on all parties by hand or registered mail upon issuance. An Arbitrator's determination that a Prime Contractor or Subcontractor has violated Section 5.1 provides grounds for the affected Public Owner's termination of the Prime Contract under which the Prime Contractor or Subcontractor is retained. An Arbitrator's determination that a Union has violated Section 5.1 or 5.2 provides grounds for the affected Public Owner's termination of this Agreement with regard to that Union and the Public Owner's Covered Projects.

5.3.5 The award shall be final, binding and non-reviewable as to the merits. A judgment of any court of competent jurisdiction shall be entered upon the award, which may be enforced by any such court, upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner: (a) Electronic mail or similar notice of the filing of such enforcement proceedings shall be given to the other party; (b) In the proceeding to obtain a temporary order enforcing the Arbitrator's award as issued under this Section 5.3, all parties waive the right to a hearing and agree that such proceedings may be *ex parte*; (c) Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement; and (d) a Court's order or orders enforcing the Arbitrator's award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

5.3.6 Any rights created by statute or law governing arbitration or injunction proceedings inconsistent with the above procedure, or which interfere with compliance therewith, are hereby waived by the parties to whom they accrued, to the extent permitted by law.

5.3.7 Each party to a dispute subject under this Section 5.3 shall bear its own costs of participating in the dispute resolution procedures of this Section 5.3. The fees and expenses incurred by the arbitrator, as well as those jointly incurred by the parties (e.g., conference room, court reporter, etc.) in arbitration, shall be divided equally by the parties to the arbitration proceeding.

ARTICLE VI **Subcontracting**

6.1 Equity Contracting Program Requirements. Public Owners are implementing Equity Contracting Program Requirements on Covered Projects concerning the recruitment, retention and promotion of Equity Contractors in the construction industry. Details of such program requirements are set forth in prime contracts and related guidelines. Provisions of this Agreement related to Equity Contractors are set forth in Article XIII.

6.2 Notice of this Agreement. Any Prime Contractor or Subcontractor seeking to subcontract Covered Work shall notify any potential subcontractor of the existence of the terms and conditions of this Agreement, and shall ensure that each such subcontractor shall become subject to this

Agreement by executing the Letter of Assent in Attachment A to this Agreement prior to commencing the performance of Covered Work, unless exempted pursuant to this Agreement.

6.3 High Road Contracting. Only contractors that are High Road Contractors as defined herein may perform Covered Work. Each Subcontractor shall complete and submit to the Prime Contractor and Public Owner the High Road Contractor checklist (Attachment D) with the Letter of Assent.

6.4 Right to Select Qualified Bidders. Public Owners, all Prime Contractors, and all Subcontractors have the absolute right to select any qualified bidder or proposer that is a High Road Contractor as defined in this Agreement, and award contracts or subcontracts at any tier on a Covered Project without reference to the existence or non-existence of any collective bargaining agreements between the prospective prime contractor or subcontractor and any Union, provided only that such prospective prime contractor or subcontractor is willing, ready, and able to comply with this Agreement and to execute a Letter of Assent (in the form attached as Attachment A) should such entity be awarded work covered by this Agreement.

ARTICLE VII
Hiring Procedures

7.1 Notification of Opportunities. Prime Contractors and Subcontractors agree to notify the applicable Union of all opportunities for employment on a Covered Project. Nothing in this Agreement shall be deemed to limit a Prime Contractor’s or Subcontractor’s right to reject proposed employees. Prime Contractors and Subcontractors shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdictions, and select employees to be laid off. Prime Contractors and Subcontractors shall also have the right to reject any applicant referred by a Union for any reason provided that such right is exercised in good faith, and in a nondiscriminatory manner.

7.2 Union Referred Employees. Prime Contractors and Subcontractors shall request, and the subject Union may refer, applicants for the various journeymen and apprentice classifications as required by the Prime Contractor or Subcontractor for the Covered Project in accordance with this Agreement, including Workforce Diversity Program Requirements. In disputes pertaining to terms of employment or this Agreement, non-referred employees, including employees of Equity Contractors, need not be represented by a Union, and shall have the option, but not the obligation, to resolve disputes in accordance with the procedures set forth in Article XVI, rather than utilizing procedures set forth in Master Labor Agreements.

7.3 Referral Non-discrimination. The Unions represent that their local unions administer and control their referrals in a nondiscriminatory manner and in full compliance with the Federal, state and local laws and regulations which require equal employment opportunities and non-discrimination, and that such operation is not in conflict with steps required in this Agreement to facilitate Prime Contractors’ and Subcontractors’ satisfaction of the Workforce Diversity Goals.

7.4 Core Employees. Prime Contractors and Subcontractors who do not have a collective bargaining relationship with the Unions on a Covered Project may employ their own core employee craft workers. “Core Employees” in this context only refers to the following craft workers: working foremen, journeymen, and apprentices. The term “Core Employees” does not refer to employees otherwise excluded in Article II, such as supervisory, management or non-working owners of non-signatory subcontractors.

A. Purpose. It is agreed by the Parties that the intent of the Core Employee definition is to protect fair and legal employment standards, and to secure opportunities for contractors, regular employees, and union craft workers.

B. Order and Ratio. For Prime Contractors and Subcontractors that are not Equity Contractors and are not signatory to a Master Labor Agreement, the limits on Core Employees shall be as follows: the first two workers may be Core Employees; the next two craft workers shall be union referrals. Thereafter, dispatch may alternate Core Employees and Union Referred Employees, on a one-for-one basis, with the Core Employee total number not to exceed 50% plus one worker of that Prime Contractor’s or Subcontractor’s craft workforce, or otherwise by mutual agreement of that Prime Contractor or Subcontractor and Union. Where a Union’s Master Labor Agreement, or the procedures of the relevant joint labor-management apprenticeship program, prohibit referral of Union members to non-signatory contractors, then such Union may waive its referral rights under this Article VII, and the contractor may staff the job at its discretion, with work to be performed otherwise in compliance with this Agreement and the Master Labor Agreement.

C. Definition. An employee of a Prime Contractor or Subcontractor shall be deemed a Core Employee if he or she has been on that Prime Contractor or Subcontractor’s payroll a minimum of 500 hours in the six months prior to a Covered Project, and on that Prime Contractor or Subcontractor’s active payroll within the 60 calendar days prior to start of work on a Covered Project. Core Employees shall hold all required licenses and certifications for the work of their craft.

7.5 Hiring Process and Workforce Diversity Program Requirements.

A. Requests for Journey-level Workers. Prime Contractors and Subcontractors needing journey-level workers from the Union hiring halls shall utilize the Craft Request Form (Attachment C) to request such workers from Union hiring halls, including requests for Equity Workers needed to satisfy Workforce Diversity Program Requirements. Prime Contractors and Subcontractors shall also comply with additional procedures established in writing by hiring halls regarding requests for workers. Unions shall ensure that hiring halls accept the Craft Request form and refer Equity Workers on a priority basis as needed for Prime Contractors and Subcontractors to satisfy Workforce Diversity Goals for the Covered Project, regardless of their place in the Unions’ hiring hall list and normal referral procedures. The Craft Request Form may be updated by the Public Owner as necessary to reflect goals applicable to a particular Covered Project, with the updated form to be provided to Prime Contractor and Subcontractors at the Pre-Job Conference.

B. Requests for Apprentices. Using the Craft Request Form, a Prime Contractor or Subcontractor needing certain categories of workers in order to satisfy Workforce Diversity Goals and the apprentice utilization goal for the Covered Project shall request referral of apprentices in such categories, from either the relevant apprenticeship program, or union hiring hall that refers apprentices in that craft. To the maximum extent permitted by written standards of the applicable JATC, Unions shall ensure that hiring halls accept the Craft Request form and refer requested workers for apprentice utilization on a priority basis as needed for Prime Contractors and Subcontractors to satisfy Workforce Diversity Goals and the apprentice utilization goal for the Covered Project, regardless of their place in the Unions' hiring hall list and normal referral procedures. Such requests shall be in writing and shall include a copy of relevant portions of this Agreement. If the apprenticeship program or hiring hall has no apprentice in the relevant category to refer, the Unions will, consistent with the standards on file with BOLI for the relevant JATC, work with the Prime Contractor or Subcontractor in conjunction with local, state-certified pre-apprenticeship programs or community-based organizations, to identify individuals who meet the minimum standards of the relevant apprenticeship program. If one or more such individuals are identified, the Prime Contractor or Subcontractor shall refer the individual(s) to the apprenticeship program and/or hiring hall, request enrollment as an apprentice and referral consistent with the standards on file with BOLI for the relevant JATC, and pay any applicable sponsorship fees. The Prime Contractor or Subcontractor shall promptly notify the Public Owner if an apprenticeship program or hiring hall declines to implement the referral or enrollment contemplated in this section.

7.6 JATC Standards. Each Union executing this Agreement is affiliated with a Joint Apprenticeship and Training Committee (JATC), as indicated on Attachment E. For each such JATC and its registered apprenticeship program, Attachment E sets forth the following information:

- Minimum Standards for registered apprentices, on file with BOLI;
- Contact Information for contractors to request referral of apprentices as needed to perform Covered Work; and
- Exceptions on file with BOLI, relevant to procedures and contractor requirements set pursuant to this Agreement, including Section 7.5 above.

Each Union warrants and represent that information set forth on Attachment E regarding its affiliated JATC is correct as of the initial Effective Date of this Agreement. Each Union shall provide Public Owners with updated information regarding its affiliated JATC within 30 days of any change in listed information.

7.7 Forty-Eight-Hour Referral Period. In the event that a Union hiring hall or affiliated JATC is unable to fulfill the requisition of a Prime Contractor or Subcontractor for workers, including requests for Equity Workers needed to satisfy Workforce Diversity Goals, within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after the Craft Request Form is submitted, such Prime Contractor or Subcontractor shall be free to obtain needed workers from any source and retain them as Non-Referred Employees pursuant to this Agreement.

7.8 Contractor-Union Negotiations. It is agreed and understood that those specific terms and conditions governing hiring and assignment of current union trade workers to supplement Core Employees proposed for a Covered Project may be negotiated jointly by the subject Prime Contractor or Subcontractor and the appropriate Union representatives, provided any such negotiations do not affect any provision of this Agreement other than Core Workers.

7.8 Drug-free Workplace. It is agreed and understood by all Parties that a drug-free workplace is of the highest priority and the Public Owners, Prime Contractors, Unions, and Subcontractors retain their rights to comply with their established drug testing policies and practices.

ARTICLE VIII

Wage Rates, Fringe Benefits and Work Rules

8.1 Prevailing Wage Rates. The classification of employees and the payment by Prime Contractors and Subcontractors of prevailing wages and fringe benefits by craft as determined by the applicable BOLI Prevailing Wage Rate shall be as required by the Prime Contract for a Covered Project. Federally-funded projects are subject to prevailing wage requirements under the Davis-Bacon Act. Owner shall provide un-redacted certified payroll free of charge upon request of any Union or Council signatory to this Agreement. The Union or Council receiving such certified payroll records shall use them only for purposes of enforcement of the terms of this agreement or prevailing wage law; requests shall include a description and explanation of specific circumstances from which the enforcement concern arises. Partial redactions of social security numbers (*i.e.*, first five digits) and redactions required by law shall be permitted.

8.2 Non-Union Contractors That Hire Union Referred Employees. Prime Contractors and Subcontractors who are not signatory to a Master Labor Agreement, but who hire Union Referred Employees under this Agreement, shall accept the terms and conditions of the applicable Master Labor Agreement, for those Union Referred Employees only. However, such non-union Prime Contractor or Subcontractor is not otherwise bound by any actions, determinations, terms and conditions of any Union agreements with respect to non-union employees.

8.3 Work Rules. The Prime Contractors, Subcontractors and Unions agree to establish work rules prior to commencement of work on a Covered Project. Work rules shall comply with Oregon statutes and BOLI's regulations, and all other applicable rules, regulations and laws. The Prime Contractors, Subcontractors and Unions further agree to establish specific Project work rules that satisfy the objectives of this Agreement.

8.4 Composite Crews of Craft Workers. The Unions and the Councils, and each of them, recognize and agree that, in order for Prime Contractors and Subcontractors to be competitive and to ensure that craft workers are productively employed throughout their shifts on a Covered Project, Prime Contractors and Subcontractors may utilize craft workers as a composite crew on any task. In performing its work, the composite crew shall be allowed relaxation from strict craft

jurisdiction provided the employees from each craft are assigned tasks within their craft's jurisdiction as far as reasonably practical so long as such work assignments have been mutually agreed upon between the respective crafts by way of a pre-job conference not less than ten (10) days prior to the commencement of work for the proposed composite crew. Prime Contractors and Subcontractors shall endeavor in good faith to assign craft workers such that the total number of hours worked by members of each craft is consistent with traditionally recognized craft jurisdictions. The Unions recognize and agree that on individual days the proportion of hours worked by each craft may be more or less than the traditional ratios. Prime Contractors and Subcontractors agree that the use of employees from one union or craft to perform the work of another union or craft shall in no way constitute an assignment nor shall it in any way prejudice traditional jurisdiction.

ARTICLE IX

Oversight Committees

9.1 Regional Oversight Committee. The Public Owners may establish a body to work collaboratively with regional stakeholders, include workforce development programs and advocates, prime contractor associations, subcontractors and other interested parties to establish and operate a Regional Oversight Committee, which shall provide oversight and guidance regarding implementation of this Agreement, and related issues of equity and diversity in the regional construction industry. Tasks will include, but not be limited to:

- reviewing workforce and contracting data on Covered Projects in aggregate;
- discussing implementation experience for this Agreement, to inform conversations about possible extension or needed amendment to this Agreement; and
- developing recommendations regarding additional workforce pipeline improvements, including funding and programmatic needs.

The Regional Oversight Committee may be combined with the Construction Career Pathways Regional Collaboration Committee, as appropriate, at the discretion of the establishing parties.

9.2. Project Advisory Committee. The purpose of PAC is to provide a forum for communications and collective strategizing aimed at advancing the purposes of this Agreement, through early identification of compliance challenges, overall guidance and problem-solving, relationship-building, and connecting contractors, unions, and workers to available resources. The Public Owners shall establish a Project Advisory Committee ("PAC") to advance this purpose with regard to all projects subject to this Agreement. Public Owners shall share responsibilities for administration of the PAC meetings, which shall include establishing agenda items and providing attendees with relevant data and information in a reasonable period prior to meetings.

The PAC shall be comprised of at least one representative designated from each of the following: each project's Public Owner; the Trades Council; the PNWRCC; and one or more community representatives. The Regional Oversight Committee shall have the power to designate community representatives for participation on the PAC. Except in months where there are no active projects

or agenda items, the PAC shall convene on a monthly basis to review and assist with compliance issues regarding the terms of this Agreement. Each Prime Contractor with an active Covered Project shall attend each PAC meeting unless attendance requirement is waived in advance by the PAC.

The PAC is not a voting body, and has no authority to make binding determinations regarding Covered Project issues. The PAC is authorized to assist in fostering informal resolution of disputes about compliance with the Targeted Hiring Requirements and other obligations of this Agreement. PAC procedures and actions shall not affect any party's rights under the dispute resolution system set forth in Article XVI below.

9.3 Review of Records. Each Contractor and Subcontractor shall provide compliance data for each project every thirty (30) days as set forth in Article 10.2. Public Owners shall provide the ROC and PAC with compliance reports regarding active projects on a monthly basis.

ARTICLE X

Workforce Diversity Program Requirements

10.1 Workforce Diversity.

A. Establishment of Goals. The Public Owners, Unions, Prime Contractors and Subcontractors share the goal of ensuring diversity and widespread opportunity in workforces constructing Covered Projects and in apprenticeship enrollment and utilization. To that end, Public Owners are applying this Workforce Diversity Program Requirement to Covered Projects. Pursuant to the Construction Career Pathways Regional Framework, the Workforce Diversity Goals are as follows, for each Prime Contractor and Subcontractor, in each Trade.

B. Diversity Goals, Timeframe, and Procedures.

1. Goals and Timeframe. Workforce Diversity Goals increase by year as this Agreement is implemented. Public Owners shall periodically review these goals after the second and fourth year of implementation, in consultation with the Regional Oversight Committee.

For each Subcontractor, and for each Prime Contractor directly employing workers to perform Covered Work, in each Trade the percentage of journey-level and apprentice level Covered Work hours to be performed by women and woman-identified persons are as follows:

2022: 8%
2023: 9%
2024: 10%
2025: 12%
2026: 14%

For each Subcontractor, and for each Prime Contractor directly employing workers to perform Covered Work, in each Trade the percentage of journey-level and apprentice level Covered Work hours to be performed by people of color are as follows:

- 2022: 21%
- 2023: 22%
- 2024: 23%
- 2025: 24%
- 2026: 25%

This section establishes separate goals for journey-level and apprentice-level Covered Hours as set forth above, and journey-level and apprentice-level utilization shall be tracked and reported separately in each Trade. Apprentice-level goals apply only in apprenticeable Trades.

The percentage goals applicable to a Covered Project are those in effect in the year in which the Prime Contractor becomes contractually obligated to perform Covered Work on the Covered Project. If this Agreement is extended beyond 2026, then the 2026 goals shall apply, unless otherwise agreed by the Parties.

2. Procedures. Prime Contractors and Subcontractors shall attempt to satisfy the goals set forth in Section 10.1.B.1 by (i) assigning current crew members to perform Covered Work; (ii) following the steps set forth in Sections 7.5.A and 7.5.B; and (iii) if the goals are not satisfied after following such steps, considering qualifying workers available from other sources. Prime Contractors and Subcontractors that follow these procedures in good faith and with concerted efforts to identify and retain Equity Workers shall not be considered in non-compliance for failure to meet the goals set forth in Sections 10.1.B.1.

C. Overall Apprentice Utilization Goal and Hiring Procedures.

1. Twenty Percent Goal. For each Subcontractor, and for each Prime Contractor directly employing workers to perform Covered Work, in each Trade at least 20% of all Covered Work hours shall be performed by apprentices in a BOLI-registered or BOLI-recognized program. This goal applies only to Subcontractors performing at least \$100,000 of Covered Work and 300 hours of construction labor on a project, and to Prime Contractors directly employing workers to perform at least \$100,000 of Covered Work and 300 hours of construction labor on a project. If a first tier Subcontractor provides only supervision, contract management, or materials, and subcontracts a portion of its work to a second tier Subcontractor, the 20% apprenticeship utilization goal shall apply to the second tier Subcontractor, even if the resulting second tier subcontract does not meet the threshold requirements described above, as long as the second tier Subcontractor provides labor hours on the project job site. Work of a prime or first tier Subcontractor shall not be divided into smaller subcontracts for the purpose of avoiding the apprentice utilization requirements.

2. Use of Established Programs. For all requests for referrals of apprentices, Prime Contractors and Subcontractors shall initially utilize only programs that have been BOLI-

registered or BOLI-recognized and in good standing for at least five years (“established programs”). For referral of categories of apprentices needed to satisfy Workforce Diversity Program Requirements, Prime Contractors and Subcontractors shall follow procedures set forth in Section 7.5(b) with regard to established programs. If a needed apprentice is not available through contact with established programs as described herein, the Contractor or Subcontractor may request transfer of a qualified apprentice through other apprenticeship programs that have are BOLI-registered or BOLI-recognized to an established program, and shall comply with Section 7.5 with regard to satisfaction of Workforce Diversity Program Requirements.

3. Procedures to Satisfy Goals. Prime Contractors and Subcontractors shall attempt to satisfy the goal set forth in Section 10.1.C.1 by (i) assigning current crew members to perform Covered Work; (ii) following the steps set forth in Sections 7.5.B, and 10.1.C.2; and (iii) if the goal is not satisfied after following such steps, considering qualifying workers available from other sources. Prime Contractors and Subcontractors that follow these procedures in good faith and with concerted efforts to identify and retain apprentices shall not be considered in non-compliance for failure to meet the goal set forth in Section 10.1.C.1.

10.2 Recordkeeping. Prime Contractors, Subcontractors and Unions shall provide Public Owners with all information necessary to determine compliance with the Workforce Diversity Program Requirements and related provisions of this Agreement. Such records shall be provided through payroll reporting systems and in any additional format established by each Public Owner for that Public Owner’s projects, and shall be provided no less frequently than on a monthly basis. Reported data shall be disaggregated by race, gender, construction trade, and journey-level and apprentice hours. In the event that the Prime Contractor or Subcontractor fails to provide requested information, such failure shall constitute a material breach of this Agreement and the Prime Contract, and permit the imposition of any of the remedies set forth in this Agreement or the Prime Contract with regard to noncompliance, including the withholding of all or part of progress payments.

10.3 Enforcement of Workforce Diversity Program Requirements. Prime Contractors’ and Subcontractors failure to comply with the Workforce Diversity Program Requirements impairs the Public Owners’ efforts to promote workforce equity and to provide fair and equal opportunities to the public as a whole as a result of the expenditure of public funds. Provisions of this Agreement related to implementation of Workforce Diversity Program Requirements may be enforced through either the procedures of Article 16 of this Agreement, or through enforcement procedures set forth in Prime Contracts. Remedies for failure to comply with Workforce Diversity Program Requirements include those set forth in Article 16 and under the Prime Contracts.

10.4 Recruitment and Retention Strategies. Prime Contractors, Subcontractors and Unions shall take the following steps to recruit and retain a diverse workforce:

A. Prior to the start of construction, the Prime Contractor shall meet with the Unions and the Owner for the purpose of reviewing this Agreement and the projection of the workforce needs over the course of construction of each Covered Project.

B. Prime Contractors, Subcontractors and Unions shall work aggressively to recruit women and people of color for Covered Projects.

C. On at least an annual basis, Unions and Public Owners shall conduct or designate one or more events with women and people of color to enlist their assistance as recruiters and solicit their ideas on how to increase employment of underutilized groups. Such events shall be conducted or designated to function as recruiting sites for underutilized groups of workers, and shall be developed and operated in connection with local pre-apprenticeship programs. Prime Contractors, Unions, and each Subcontractor, in each case working on a Covered Project at the time of the events, shall attend and participate in such events.

D. Each Prime Contractor and Subcontractor shall provide all apprentices referred to such Prime Contractor or Subcontractor a fair chance to perform successfully, allowing for possible lack of previous experience, and shall recognize that such Prime Contractor or Subcontractor is responsible for providing on-the-job training and that all apprentices should not be expected to have previous experience.

E. Prime Contractors, Subcontractors and Unions shall participate in job fairs, school-to-work, and community events to recruit women and people of color into the construction trades. The Prime Contractors, Subcontractors and Unions shall participate at least semi-annually for the duration of a Covered Project.

F. The Prime Contractor shall allow scheduled job site visits by participants in community programs, in conformance with the Prime Contractor's Project safety plan and requirements, to increase awareness of job and training opportunities in the construction trades.

G. Prime Contractors and Subcontractors shall ensure that their employees performing Covered Work are knowledgeable about the Prime Contractor's or Subcontractor's policies if they need to report a harassment problem. Prime Contractors will provide a complete orientation to the job site to all workers performing Covered Work, including procedures for reporting problems, and expected crew behaviors.

H. Prime Contractors and Subcontractors shall be BOLI-recognized Training Agents and abide by the apprenticeship standards of the BOLI-registered or BOLI-recognized program for the appropriate craft(s) from which they employ apprentices. Prime Contractors and Subcontractors shall make reasonable attempts to keep apprentices working and train them in all work processes described in the apprenticeship standards. Public Owners shall have the right to review training plans, apprentice work progress reports and hiring/worker retention to ensure compliance with this Agreement.

I. Each Prime Contractor and Subcontractor will review and disseminate, at least annually, their EEO policy and affirmative action obligations under this Agreement with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions.

J. Prime Contractors and Unions shall regularly provide cultural competency training to all managers, supervisors and principals, and conduct a review, at least annually, of their adherence to and performance under EEO policies and any affirmative action obligations.

K. Prime Contractors and Unions shall take steps to reduce feelings of isolation among racial and ethnic minorities and women by making every attempt to have several racial and ethnic minorities and women at the job site and by informing such workers about available support systems.

L. Prime Contractors shall provide adequate toilet facilities for women on the job site, by maintaining a clean, accessible and locked toilet for female craft employees, and by removing graffiti immediately to help create a respectful environment.

M. Prime Contractors, Subcontractors, and Unions shall team minority, female, or disadvantaged apprentices who may need support to complete their apprenticeship programs with a late-term or journey-level mentor.

N. Prime Contractors, Subcontractors, and Unions shall maintain documentation of their compliance with the recruitment and retention strategies set forth above and shall submit such documentation to the Public Owners and the Regional Oversight Committee when requested, but not more frequently than semi-annually.

10.5 Anti-Harassment Protections. Prime Contractors, Subcontractors, Unions and Public Owners shall maintain Covered Project sites as harassment-free workplaces, and shall maintain a welcoming and open environment toward women, people of color, and all protected classes. The Parties shall work collaboratively to develop strengthened anti-harassment systems, and shall identify quality training programs regarding respectful workplaces and avoidance of harassment and discrimination on job sites. Unions, Prime Contractors and Subcontractors shall participate in such systems and programs as required by a Public Owner for that Public Owner's Covered Projects.

10.6. No Discrimination. The parties recognize and agree that the discrimination against and the harassment of an individual because of the individual's sex, gender identity/expression, race, religion, age, national origin or disability, and other state or federally protected class is adverse to the interest of workers, Unions, Prime Contractors, Subcontractors, and Public Owners. Such discrimination and harassment is prohibited by this Agreement, and constitutes grounds for discipline against employees, and contractual remedies against parties that initiate, permit, or facilitate it. It is the duty of the employer to provide a work environment free from unlawful discrimination, workplace harassment, and sexual harassment. It is the duty of employees to conduct themselves in a professional and respectful manner. It is the duty of Unions and Public Owners to prohibit and avoid discrimination and harassment in all operations related to Covered Projects. Those in leadership, supervisory, or management roles shall be held to a higher standard and must be proactive in creating and maintaining operations free of harassment and discrimination.

ARTICLE XI
Apprentice Utilization

11.1 Apprenticeship Hours Requirement. Prime Contractors and each Subcontractor shall comply with the apprentice utilization percentage requirement set forth in Section 10.1.

11.2 Enrollment of Apprentices in Joint Apprenticeship Training Committees. This Agreement is adopted in conjunction with efforts by Unions to revise admissions, enrollment, and referral requirements for JATCs in order to substantially increase enrollment of women and people of color, and to facilitate implementation of the Workforce Diversity Program Requirement on Covered Projects. Unions shall take all steps under their control toward such revisions, and shall collaborate with JATCs in efforts needed to assist Prime Contractors and Subcontractors in satisfying the Workforce Diversity Program Requirements.

11.3 Prevailing Wages. Prime Contractors and Subcontractors shall compensate apprentices performing Covered Work at rates no less than as are required by the applicable BOLI Prevailing Wage Rate. Union contractors shall compensate apprentices at rates set forth in the applicable Master Labor Agreement. Apprentices must be enrolled in state-approved apprenticeship programs during all of the hours worked on a Covered Project.

11.4 Former Apprentices. Prime Contractors and Subcontractors shall not utilize workers previously employed at a journey-level or those who have successfully completed a training course leading to journey-level status to meet the apprentice utilization requirement, except that apprenticeship hours can be counted for up to one year after the apprentice journeys out, so long as the worker is employed on the same project as when they completed their apprenticeship.

11.5 Apprentice Retention.

A. After an apprentice has started work on a Covered Project, the Prime Contractor or Subcontractor employing such apprentice shall provide feedback to the apprentice's dispatch source as to the performance of the apprentice (both positive and negative feedback), such feedback shall include feedback from the apprentice's direct supervisor indicating specific areas where the apprentice is excelling and needed areas for improvement.

B. If an apprentice is not meeting the expected needs of the Prime Contractor or Subcontractor employing such apprentice, the apprentice's direct supervisor shall inform such Prime Contractor or Subcontractor, the dispatch source, and the apprentice of needed areas for improvement. Prime Contractors and Subcontractors shall match expectation of apprentice performance with the stage of apprenticeship and path to journey level worker.

C. Prime Contractors and Subcontractors shall take into consideration that one intent of this Agreement is to provide for training and development of apprentices in the construction trades. Therefore, Prime Contractors and Subcontractors shall provide a newly dispatched

apprentice a minimum “mentoring” period of three business days in an effort to teach and seek improvement in such apprentice’s needed areas for improvement.

D. Following the above three-day mentoring period, the subject Prime Contractor or Subcontractor shall inform the dispatch source that the apprentice has either improved and will be retained, or is not improving and will need to be replaced.

E. If an apprentice is removed from employment, the subject Prime Contractor or Subcontractor shall debrief the apprentice and the dispatch source of needed areas for improvement with the goal of providing the necessary feedback that allows the dispatcher and the apprentice to continue the apprentice’s development of the skills needed to continue on the path to journey level competency.

F. The subject Prime Contractor’s or Subcontractor’s hiring supervisor shall inform the dispatch source if an apprentice is relieved of duties and what follow up action is planned (request for new apprentice, etc.).

ARTICLE XII **Veterans’ Helmets to Hardhats**

12.1 The Parties 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 Parties 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.

ARTICLE XIII **Equity Contracting**

13.1 Equity Contracting. The Parties share the goal of preventing discrimination and ensuring widespread opportunity in business participation in construction of Covered Projects. To that end, Public Owners are applying Equity Contracting Program Requirements to Covered Projects, regarding subcontract awards and participation. Public Owners’ Prime Contracts and bid

documents for Covered Projects, set forth program detail, including recordkeeping requirements, based on legal parameters and other factors relevant to that Public Owner's projects.

13.2 Enforcement of Equity Contracting Program Requirements. Provisions for enforcement of Equity Contracting Program Requirements shall be set forth in Prime Contracts.

13.3 Recordkeeping. Recordkeeping and compliance reporting obligations of Prime Contractors and Subcontractors shall be as set forth in Prime Contracts and subcontracts thereto.

13.4 Modified Provisions for Equity Contractors. Equity Contractors that are awarded work on a Covered Project shall execute the Letter of Assent (Attachment A) in accordance with Section 6.2 hereof, but Equity Contractors and their employees performing work on a Covered Project shall be exempt from compliance with certain obligations otherwise applicable to Prime Contractors and Subcontractors under this Agreement. Provisions of this Section 13.4 apply only to non-signatory contractors; this section does not affect obligations of signatory contractors pursuant to Master Labor Agreements. These exemptions include the following protections and exclusions for Equity Contractors and their employees:

A. Equity Contractors may utilize Core Employees without regard to the order and ratio set forth in Section 7.4.B.

B. Equity Contractors' employees shall not be required to join any union, including the Unions, and no contributions to unions, their benefit programs or trust funds shall be required by or on behalf of Equity Contractor employees.

C. Equity Contractors and their employees shall not be required to pay representation fees, initiation fees, union dues, check-offs, fines or any other payments to union benefit programs or trust funds.

ARTICLE XIV

Competitiveness in Project Construction

14.1 Competitiveness in Subcontracting. Because of the specialized nature of certain aspects of construction of the many Covered Projects, and because of the importance of cost control and efficiency in financing and construction of Covered Projects, the Parties have agreed to the provisions set forth in this Section 14.1 to ensure competitiveness in subcontract awards in construction of Covered Projects.

A. Process.

1. Re-Bid Process. If in initial efforts to prepare a bid or proposal for a prime contract for a Covered Project, a prospective Prime Contractor receives fewer than three bids from

Qualified Subcontract Bidders for a particular scope of work, then the scope of work in question may be re-bid. In such case, the Prime Contractor shall provide notice to the Trades Council and the PNWRCC that it is going to re-bid the scope of work, with a due date no less than ten calendar days from notification and availability of bid documents to the Trades Council and the PNWRCC. The Trades Council, the PNWRCC and Unions may encourage additional subcontractors to submit bids. The prospective Prime Contractor shall provide bid specifications and any other information required for bid submission to the Trades Council and the PNWRCC promptly upon request. The term “Qualified Subcontract Bidder” means a licensed, financially qualified contractor with experience in the type of work required, that is a High Road Contractor, that is capable of meeting the job schedule, and that has submitted a commercially reasonable bid, is bondable, carries appropriate insurance, and is otherwise capable of satisfying all requirements of the bid specifications.

2. Subcontract Award. If after the Initial Re-Bid Process there are still fewer than three Qualified Subcontract Bidders submitting bids for one or more of the subcontracts in question, then the prospective Prime Contractor may award the subcontract for that scope or work to a contractor that has not yet submitted a bid, without application of this Agreement.

B. Public Owner Approval and Monitoring. A prospective Prime Contractor’s utilization of this provision must be approved by the applicable Public Owner in order to be effective. A prospective Prime Contractor may utilize this exemption only if during initial outreach it followed local industry-standard outreach efforts to recruit bidders. Prospective Prime Contractors utilizing this provision to award a subcontract on a Covered Project without application of this Agreement shall provide to the Public Owner documentation of the outreach efforts and bids received during initial bid and re-bid processes, in order to allow verification of compliance.

C. Five Percent Cap. Utilization of this provision may exempt from application of this Agreement no more than 5% of the dollar value of the Prime Contractor’s bid or initial estimated construction cost.

ARTICLE XV Technical Assistance Fund

15.1 Each Public Owner shall establish or has established a dedicated set-aside fund to be used to support diversity and opportunity efforts, including through efforts to advance the skills,

knowledge, and ability of workforce and subcontractors (“Technical Assistance Fund”), as set forth in the applicable Public Owner Attachment.

For Public Owners establishing Technical Assistance Funds during the term of this Agreement:

A. Not less than 75% of each Public Owner’s Technical Assistance Fund grants or expenditures shall be directed toward training, supportive services, recruitment, advancement, and other strategies and supportive services for Equity Workers. The remaining percentage of Technical Assistance Fund grants or expenditures may be used to provide technical assistance to Equity Contractors and costs of administration. Technical Assistance Funds will support the following:

B. Training opportunities for community residents through BOLI-approved Pre-Apprenticeship programs, qualified Equity Contractors, and Helmets to Hardhats participants that have a documented track record of commitment to the advancement of diversity and to remediation of the under-inclusion of racial and ethnic minorities and women in the construction industry and trades.

C. Assistance to Equity Contractors to comply with Workforce Diversity Program Requirements on Covered Projects, secure bonding and obtain the technical assistance and business support necessary to successfully complete a contract.

D. The recruitment, training, and hiring of a qualified, diverse workforce. This may include participation in job fairs, school-to-work, and community events to recruit minorities, women, and disadvantaged individuals into the construction trades.

E. Technical assistance and support to individual workers for specific expenses towards their continued employment or progression from pre-apprenticeship programs to apprenticeship level and for continued progression at the journey level.

F. Support the ability of community members to participate in oversight efforts.

The awarding of grants or contracts for the services related to the Technical Assistance Fund shall take place through a competitive application process, administered and coordinated by Public Owners establishing the Fund in consultation with the appropriate regional workforce board and with guidance from the Regional Oversight Committee.

ARTICLE XVI **Dispute Resolution**

16.1 Disputes Regarding Violations of Master Labor Agreements. Disputes in which a party alleges a violation of a Master Labor Agreement shall be resolved under the grievance procedure contained in that Master Labor Agreement. However, a Non-Referred Employee who is not a

Union member and is party to a dispute may choose to have that dispute resolved through the provisions of this Article XVI.

16.2 Disputes Regarding Jurisdictional Assignments. Resolution of disputes regarding craft jurisdiction shall be resolved pursuant to the terms set forth in Article IV.

16.3 Disputes Regarding Violations of Non-Disruption Provisions. Resolution of disputes regarding violations of Article V shall be resolved pursuant to the terms set forth therein.

16.4 Disputes Regarding Other Violations of this Agreement. Disputes between a Union, a Prime Contractor, a Subcontractor, and/or a Public Owner based on an alleged violation of this Agreement, other than disputes described in Sections 16.1–16.3, shall be resolved through the following process. The relevant Public Owner shall administer the steps below, through selection of an arbitrator.

Step 1: The grieving party will provide written notice to the responding party (with a copy to the relevant Public Owner) of the existence of a dispute based on an alleged violation of this Agreement, with notice provided to addresses on file with the Public Owner. The Public Owner will provide copies of the written notice to all members of that Project’s Public Advisory Committee established in Article 9.2 (“PAC”). The written notice of dispute will provide a brief description of the factual basis of the dispute, including identification of the Agreement provision(s) allegedly violated by the responding party.

Step 2: Within five business days after receipt of the written notice of dispute, representatives of the parties to the dispute shall meet, either in person or via telephone, and attempt to resolve the dispute in good faith. The Public Owner shall have the ability to participate in this meeting.

Step 3: If the parties to the dispute are unable to satisfactorily resolve the dispute within 48 hours of the conclusion of the Step 2 meeting, the grieving party shall, within five business days after the Step 1 meeting, provide a written request to the Public Owner (with copies to the other parties to the dispute) to discuss the dispute and detailing the factual basis of the dispute, identifying the Agreement provision(s) allegedly violated by the responding party, and describing the parties’ efforts to resolve the dispute. The representatives of the parties to the dispute shall meet in person within 5 business days (or such longer time as all of the involved parties mutually agree) after receipt of the request to discuss the dispute. The Public Owner shall have the ability to participate in this meeting, and to join as a party to the grievance on either side, at this stage. If the dispute is not resolved with agreement of all parties within 48 hours of the conclusion of the Step 3 meeting, the dispute may be submitted to final and binding arbitration, as described in Step 4, below.

Step 4: If the parties to the dispute are unable to satisfactorily resolve the dispute within 48 hours of the Step 3 meeting, any party may, within five business days of the conclusion of the Step 3 meeting, request in writing to the Public Owner (with copies to other parties) that the dispute be settled by arbitration administered by Arbitration Service of Portland (“ASP”) or the Federal

Mediation & Conciliation Service. Any arbitration must be held within thirty (30) days of being referred to arbitration, or as quickly as possible under arbitration service rules and arbitrator availability.

16.5 The arbitrator's decision shall be final and binding upon the parties to the dispute. In cases for which the arbitrator finds a violation of this Agreement, the arbitrator may order cessation of the violation and other appropriate relief, and such award shall be served on all parties to the dispute and the relevant Public Owner. The arbitrator shall not have the authority to alter, amend, add to, or delete from the provisions of this Agreement in any way. The failure of any party to attend said hearing shall not delay the hearing of evidence or the issuance of any decision by the arbitrator. Should any party seek judicial enforcement of the award made by the arbitrator, the prevailing party shall be entitled to receive its reasonable attorney fees and costs.

16.6 The time limits specified in any step of the dispute resolution procedures set forth in Section 16.3 may be extended by the mutual written agreement of the parties to the dispute. However, failure to process a dispute, or failure to submit written notice within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such dispute without prejudice or without precedent to the processing and/or resolution of like or similar disputes.

16.7 In order to encourage the resolution of disputes at Steps 2 and 3 of the dispute resolution procedure, the Parties agree that any settlements made during such steps shall not be precedent-setting.

16.8 The parties to a dispute shall each bear their own costs of participating in Steps 1 through 3 of the dispute resolution procedure. The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the parties (e.g., conference room, court reporter, etc.) in arbitration, shall be divided equally by the parties to the arbitration proceeding.

16.9 The Parties mutually agree that it would be difficult, if not impossible, to assess the actual damage incurred by Parties based on a Prime Contractor's or Subcontractor's failure to comply with certain terms of this Agreement. The Parties further agree that it is difficult, if not impossible, to determine the cost when such violations occur. Therefore, if a Prime Contractor or Subcontractor is found by the arbitrator to have violated any of the following sections, the arbitrator shall order the Prime Contractor or Subcontractor to pay liquidated damages in the following amounts:

1. \$1000 per instance, or per day of a continuing violation, for a violation of Section 6.2 or 6.3;
2. \$250 per day for failure to provide records as required by Section 10.2;
3. \$1000 per missed training session required pursuant to Section 10.5;
4. for violations of Section 10.1.B.2, \$75 per hour by which the Prime Contractor or Subcontractor fell short of each or any of the percentage goals set forth in Section 10.1.B.1;

5. for violations of Section 10.1.C, \$75 per hour by which the Prime Contractor or Subcontractor fell short of the apprentice hiring goal set forth in Section 10.1.C.1.

Liquidated damages awarded pursuant to this Section are independent of any liquidated damages that may be assessed due to any delay in the project caused by Prime Contractor's or Subcontractor's failure to comply with other provisions of the Prime Contract. Public Owners shall make good faith efforts to invest liquidated damages into efforts to advance the skills, knowledge, and ability of workforce and subcontractors; and training, supportive services, recruitment, advancement, and other strategies and supportive services for Equity Workers, where feasible pursuant to existing accounting and financial systems.

16.10 Failure to meet the requirements of this Agreement impairs the Public Owners' efforts to promote workforce and contracting diversity and to advance public interests in expenditure of public funds. In case of violation of this Agreement, the affected Public Owner at its discretion may take any or all of the following actions pursuant to Prime Contracts:

A. Withholding Progress Payments – The Public Owner may withhold all or part of any progress payment or payments until the Prime Contractor or Subcontractor has remedied the breach of this Agreement. In the event that progress payments are withheld, the Prime Contractor or Subcontractor shall not be entitled to interest on said payments. If a Subcontractor is responsible for noncompliance of the workforce Program requirements, the Public Owner may choose to withhold only the Subcontractor's portion of the progress payment.

B. Notification of Possible Debarment – By executing this Agreement or the Letter of Assent, as the case may be, the Prime Contractor and Subcontractors agree they have been notified that failure to comply with the requirements this Agreement may lead to the Prime Contractor's or Subcontractor's disqualification from bidding on and receiving other Owner contracts, pursuant to Public Owners' established laws and procedures in cases of failure to satisfy material terms of contracts.

C. Other Remedies – The remedies that are noted above do not limit any other remedies available to the Public Owner in the event that the Prime Contractor or Subcontractor fails to meet the requirements of this Agreement.

ARTICLE XVII **Miscellaneous**

17.1 Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the laws of the State of Oregon or the United States, that provision or those provisions shall be deemed to be null and void and shall be deemed severed from this Agreement, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. Should any portion of this Agreement be deemed null and void, the Parties will promptly meet and negotiate a substitute, if possible, for the provision invalidated.

17.2 Entire Agreement; Amendments. This Agreement contains the entire agreement between the Parties, and no rights are created in favor of any such party on account of any condition or event other than as specified or expressly contemplated in this Agreement. Changes to the body of this Agreement may be made at any time, but only by the mutual, written agreement between all of the Trades Council, the PNWRCC, and all Public Owners. Any Public Owner may modify terms of its Public Owner Attachment with written agreement between that Public Owner, the Trades Council, and the PNWRCC.

17.3 Effective Date. This Agreement becomes effective on the first date by which it has been executed by the Trades Council, all Unions whose signature lines are listed below, and at least one Public Owner. Additional public entities may become parties to this Agreement by execution of a Public Owner Attachment executed by that public entity, the Trades Council, and the PNWRCC. This Agreement applies only to Covered Projects owned and operated by Public Owners that have executed this Agreement.

17.4 A. Term. The term of this Agreement shall be from the Effective Date through the five-year anniversary of the Effective Date.

B. Review Prior to Expiration. Six months prior to the five-year anniversary of the Effective Date, the Project Advisory Committee, the Regional Oversight Committee, and the Parties shall review the effectiveness of this Agreement at advancing its stated purposes and any effects it may have on public construction in the region, and regional workforce and contracting trends and opportunities.

C. Application to Prime Contracts. If the Term of this Agreement expires pursuant to Section 17.4.A, it continues in effect with regard to any Covered Project for which the Prime Contract was entered into by that Public Owner prior to such expiration or termination, until the completion of performance of such Prime Contract.

17.5 Termination. This Agreement may be terminated with regard to any Public Owner by either (i) that Public Owner, in case of repeated, material breaches of this Agreement by one or more Unions on that Public Owner's Covered Projects; or (ii) the Trades Council and Unions, in case of repeated, material breaches of this Agreement by that Public Owner. In each case, the Party moving to terminate shall file an arbitration action pursuant to Section 16.4, and may terminate after a determination by an Arbitrator that the standard set forth in this Section 17.5 has been satisfied. Termination of this Agreement regarding any Public Owner shall not affect effectiveness of this Agreement with regard to remaining Parties.

17.6 Interpretation of Agreement. This Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision.

17.7 No Joint Liability. It is understood that the liability of each Prime Contractor, each Subcontractor, and each Union shall be several and not joint. Each Union agrees that this Agreement does not have the effect of creating any joint employment status with any Public Owner and/or any Prime Contractor or Subcontractor.

17.8 No Offer. The submission by any party of this instrument to any other party for examination, negotiation or signature does not constitute an offer of, an option for, or a representation by the submitting party regarding a prospective agreement under the terms and conditions set forth herein. This agreement shall be effective if and when (and only if and when) it has been executed and delivered in accordance with Section 17.3.

17.9 Nonwaiver. Failure by any Party, or any Prime Contractor or Subcontractor, to enforce strictly or promptly any provision of this Agreement shall not constitute a waiver of the same, and such provision may be asserted at any time after said party becomes entitled to the benefit thereof, notwithstanding delay in enforcement.

17.10 Time of Essence. Time is strictly of the essence of each and every provision of this Agreement.

17.11 Successors; Assigns. This Agreement shall be binding on the heirs, successors, assigns and personal representatives of the Parties and the Prime Contractors and Subcontractors.

17.12 Signature; Counterparts. This Agreement may be executed by original, electronic signature, or facsimile signature; and in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same document.

Public Owners become parties to this Agreement through execution of Public Owner Attachments.

Columbia-Pacific Building and Construction Trades Council
(on behalf of Trades Council only; affiliate signatures below)

By: _____
Name: _____
Title: _____

Signatory Union(s):

**Bricklayers and Allied Craftworkers
Local #1 Oregon**

By: _____
Name: _____
Title: _____

Heat and Frost Insulators Local 36

By: _____
Name: _____
Title: _____

Cement Masons Local 555

By: _____
Name: _____
Title: _____

IBEW Electricians Local 48

By: _____
Name: _____
Title: _____

Elevator Constructors Local 23

By: _____
Name: _____
Title: _____

Glass Workers Local 740 (IUPAT DC5)

By: _____
Name: _____
Title: _____

Iron Workers Local 29

By: _____
Name: _____
Title: _____

Laborers Local 737

By: _____
Name: _____
Title: _____

Operating Engineers Local 701

By: _____
Name: _____
Title: _____

Linoleum Layers Local 1236 (Floor Coverers IUPAT DC5)

By: _____
Name: _____
Title: _____

Painters Local 10 (IUPAT DC5)

By: _____
Name: _____
Title: _____

Plasterers Local 82

By: _____
Name: _____
Title: _____

Roofers Local 49

By: _____
Name: _____
Title: _____

Sprinklerfitters Local 669

By: _____
Name: _____
Title: _____

Sheet Metal Workers Local 16 (SMART)

By: _____

Name: _____

Title: _____

Boilermakers Local 242

By: _____

Name: _____

Title: _____

UA Plumbers and Steamfitters Local 290

By: _____

Name: _____

Title: _____

Pacific Northwest Regional Council of Carpenters

By: _____

Name: _____

Title: _____

Drywall Finishers Local 101

By: _____

Name: _____

Title: _____

Teamsters Local 162

By: _____

Name: _____

Title: _____

Attachment A: Letter of Assent

REGIONAL WORKFORCE EQUITY AGREEMENT

Letter of Assent

The undersigned, as subcontractor ("Subcontractor") contracted to perform construction work as part of a public project (the "Project") subject to the Regional Workforce Equity Agreement (the "Agreement"), a copy of which is attached hereto and by this reference incorporated herein, for and in consideration of the award of a contract to perform work on the Project:

1. accepts and agrees to be bound by the terms and conditions of this Letter and the 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, may subject the non-complying Subcontractor or Subcontractor's employee(s) to being prohibited from entering the Project site until and unless full compliance is obtained, and to additional enforcement actions and remedies as set forth in the Agreement;

2. certifies that it has no commitments or agreements that would preclude its full compliance with the terms and conditions of this Letter and the Agreement; and

3. agrees to secure from any of its subcontractors at any tier, a duly executed Letter of Assent in form identical to this document a minimum of two (2) weeks prior to that subcontractor's commencement of any work on the Project.

Dated: _____

Subcontractor: _____

By:

Name: _____

Title: _____

Attachment B: Public Owner Attachments

Public Owner Attachment: Metro

I. Application of Regional Workforce Equity Agreement for Metro Projects.

By execution below, Metro indicates its assent to the terms of the Regional Workforce Equity Agreement to which this is attached (the “Workforce Agreement”) for application to the following projects (“Covered Projects”):

All construction projects for which the prime contract is awarded by Metro and has construction contract costs valued at over \$5 million at time of award.

Union parties have agreed to terms of the Regional Workforce Equity Agreement as of [date].

II. Federally-funded Projects.

If a Covered Project is federally-funded, Metro may apply alternative Workforce Diversity Program Requirements, to fulfill requirements of Executive Order 11246 or other federal laws, regulations, or contract terms. On projects to which federal hiring requirements apply, hiring goals and categories of targeted workers replace the categories set forth in Sections 10.1.B, and shall be achieved and implemented through hiring procedures and monitoring systems set forth in the Workforce Agreement for Workforce Diversity Program Requirements.

Union parties have agreed to terms of the Regional Workforce Equity Agreement as of [date].

III. Metro Contracting Programs

For all Covered Projects, Metro will apply its Equity in Contracting Program in place at the time of contracting, which requires specific efforts to promote contracting opportunities for certified minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own and emerging small businesses. Current program details can be found at <https://www.oregonmetro.gov/how-metro-works/contract-opportunities/equity-contracting>. Prime contracts for such projects will require compliance with Metro’s current Equity in Contracting program.

Reference to the Equity in Contracting Program and Prime Contracts in this Attachment is for information purposes and does not confer, or in any other way give rise to, any right or obligation of any party other than Metro to enforce compliance with the Equity in Contracting Program or a Prime Contract subject to the Equity in Contracting Program requirements.

IV. Metro Workforce Support Development Fund

In accordance with the requirements in Section XV, Metro shall utilize its Workforce Support Development Fund. The fund is calculated as 1% of the construction costs of eligible Construction Career Pathways projects included in the 5 year Capital Improvement Plan.

By Execution below, Metro indicates assent to terms of the Workforce Agreement, and becomes a Party thereto.

[name] _____
[title] _____
[date]

Public Owner Attachment: Multnomah County

I. Multnomah County Covered Projects

By execution below, Public Owner Multnomah County, an Oregon political subdivision (“Multnomah County”), executes and becomes a party to that certain Regional Workforce Equity Agreement to which this is attached (“Agreement”) for application thereof to the following projects (as defined in the Agreement, “Covered Projects” or, more specifically, as referenced herein, “Multnomah County Covered Projects”):

- (a) The alternative procurement building construction, reconstruction and renovation projects funded by the proceeds from the bonds authorized in Multnomah County Resolution No. 2020-103 (Library Capital Bonds), for which the prime contract is awarded by Multnomah County; and
- (b) Non-federally funded alternative procurement building construction, reconstruction or renovation projects, for which the prime contract is awarded by Multnomah County and for which the solicitation includes notice that the project will constitute a Covered Project under this Regional Workforce Equity Agreement.

II. Equity Contracting Program Requirements; Equity Contractors

For Multnomah County Covered Projects, Multnomah County will establish Equity Contracting Program Requirements through implementation of County program standards in furtherance of diversity and equity at the prime contract and subcontract levels. Additional information can be found at [Supplier Diversity Program | Multnomah County](#). Applicable standards will be established in the Prime Contract for each Multnomah County Covered Project.

III. Multnomah County Advisory and Oversight Committees

In addition to the committees authorized in Article IX of this Regional Workforce Equity Agreement, Multnomah County may, in its discretion, convene one or more committees to advise on the application of this Regional Workforce Equity Agreement to the Multnomah County Covered Projects. The County will invite the following community stakeholders to participate as members of such committees: National Association of Minority Contractors - Oregon (NAMC-Oregon); Oregon Association of Minority Entrepreneurs (OAME); Professional Business Development Group (PBDG); and LatinoBuilt. The Unions, the Pacific Northwest Regional Council of Carpenters, and the Columbia-Pacific Building and Construction Trades Council will participate as members of such committees at Multnomah County’s reasonable requests. Additional Committee membership will be determined in County’s discretion.

IV. Article XV Statement (Technical Assistance Fund)

In satisfaction of Article XV, Multnomah County maintains the Construction Diversity and Equity Fund (CDEF), with funding sources including 1% of the cost of new Multnomah County construction projects which exceed \$1 million and the cost of Multnomah County renovation projects which exceed \$200,000.

V. Skilled Workforce

Multnomah County and the Unions, Prime Contractors and Subcontractors share the goal of promoting the development of a skilled workforce in the community. To that end, as part of the Workforce Diversity Program Requirements, for each Subcontractor, and for each Prime Contractor directly employing workers to perform Covered Work, in each Trade, the percentage of journey-level and the percentage of apprentice-level Covered Work hours to be performed by one or more individuals domiciled in Multnomah County, Oregon, shall, for each, be 15%. In determining progress towards, or achievement of, this goal, hours worked by individuals domiciled in states other than Oregon will be excluded from the calculation.

MULTNOMAH COUNTY, an Oregon political subdivision

Deborah Kafoury, Chair

Date: _____

Reviewed By:
JENNY M. MADKOUR, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

Jed Tomkins, Assistant County Attorney

[continued]

ASSENT: Pursuant to Section 2.1.B of the Agreement, by execution below, the Pacific Northwest Regional Council of Carpenters and the Columbia-Pacific Building and Construction Trades Council (on behalf of its affiliated Unions) agree to the incorporation of the terms and conditions of this “Public Owner Attachment: Multnomah County” into, and as part of, the terms and conditions of the Agreement.

PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS

Printed Name: _____

Its: _____

Date: _____

COLUMBIA-PACIFIC BUILDING AND CONSTRUCTION TRADES COUNCIL

Printed Name: _____

Its: _____

Date: _____

Public Owner Attachment: City of Portland

I. Application and Term of Regional Workforce Equity Agreement for City of Portland Projects.

By execution below, the City of Portland indicates its assent to terms of the Regional Workforce Equity Agreement to which this is attached, for application to the following projects:

all construction projects procured using alternative contracting methods, for which the prime contract is awarded by the City of Portland, with an Engineer's Estimate valued at over \$5 million and that are not otherwise subject to federal funding requirements or certified public agency federal aid requirements that conflict with this Agreement.

Union parties have agreed to terms of the Regional Workforce Equity Agreement as of [date].

II. City of Portland Contracting Programs

For projects covered by the Regional Workforce Equity Agreement under Section I, above, the City of Portland will implement a series of programs and requirements aimed at ensuring diversity and equity at the prime contract and subcontract level on City construction projects. Program details can be found at [Social Equity in Contracting | Portland.gov](https://www.portland.gov/social-equity). Prime contracts for such projects will require compliance with requirements of applicable programs.

III. City of Portland Advisory Boards

For projects covered by the Regional Workforce Equity Agreement under Section I, above, the City of Portland may solicit feedback from an advisory board, whose purpose is to provide oversight and invite greater community input regarding the City's procurement practices and to ensure that City contracts are awarded fairly and efficiently. City Advisory boards provide a vehicle for community and city staff to collaborate on projects, provide valuable insights on our diverse community needs and interests and make periodic recommendations to City Council on how our processes might be improved.

IV. City of Portland Community Opportunities and Enhancement Program

For projects covered by the Regional Workforce Agreement under Section 1, above, the City of Portland's shall utilize its Community Opportunities and Enhancements Program (COEP) as the fund established under Article XV to help support diversity and opportunity efforts. The COEP is a collaborative, multi-bureau initiative with City Council, OEHR, bureau directors, construction project managers, and finance staff throughout the City. The Council has charged the Bureau of Revenue and Financial Services (BRFS) to collect one percent of the hard this effort.

By Execution below, the City of Portland indicates assent to terms of the Workforce Agreement, and becomes a Party thereto.

[name] _____
[title] _____
[date]

Attachment C: Craft Request Form

Regional Workforce Equity Agreement Craft Request Form

REQUEST FOR CRAFT EMPLOYEES

To the Contractor:

Please complete and transmit this form to the applicable Union or apprenticeship program to request craft workers that fulfill all hiring requirements for the Regional Workforce Equity Agreement project. After transmitting your request, **call the Local or the apprenticeship program to verify receipt and substantiate their capacity to furnish categories of workers as requested.** Please print your Transmission Verification Report and keep a copy of this request for your records.

To:

Name of Union or apprenticeship program: _____
 Fax# _____
 Date: _____

From:

Name of company: _____
 Name of individual sending request: _____
 Contractor Phone # _____

Please provide me with craft workers per the Regional Workforce Equity Agreement, to assist in fulfillment of project hiring requirements:

Journey-level workers:

Job/Craft Description	Number Requested – Women	Number Requested – People of Color	Number Requested: Other Category:	Number Requested – General Dispatch	Total Number Requested	Report Date

Apprentices (if applicable):

Job/Craft Description	Number Requested – Women	Number Requested – People of Color	Number Requested – Other Category:	Number Requested – General Dispatch	Total Number Requested	Report Date

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

Comments or special requirements:

Note:

This form should be used for all requests for dispatch for work pursuant to the Regional Workforce Equity Agreement, which contains Workforce Diversity Program Requirements applicable to all contractors. In the event that referral facilities are unable to fill the requisition of a contractor/ employer for qualified employees within a forty-eight hour period after such requisition is made by the contractor / employer the contractor/ employer shall be free to obtain work persons from any source.

Attachment D: High Road Contractor Checklist

Construction Career Pathways High Road Contractor Information

Please see Regional Workforce Equity Agreement (RWEA) for complete High Road Contractor requirements

CONTRACTOR INFORMATION (to be completed by prime and subcontractors)		
Your company name:		CCB #
Are you a *first-tier contractor:	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, will you be hiring sub-contractors: Yes <input type="checkbox"/> No <input type="checkbox"/>
Will you make the sub-contractors aware of *CBA & the requirement to complete this attachment: <input type="checkbox"/> Yes <input type="checkbox"/> No		
List sub-contractors to be used:		
SUBCONTRACTOR INFORMATION (to be completed only by subcontractors)		
Identify first tier contractor:		
Have you received a copy and reviewed the Regional Workforce Equity Agreement (RWEA): Yes No		
VIOLATIONS		
Have you had any final determination by BOLI of a willful violation within the last three years: Yes No		
Have you had any final determinations of an OSHA violation within the last three years: Yes No		
HEALTH COVERAGE		
Do you provide employee health coverage:		Yes No <input type="checkbox"/> <input type="checkbox"/>
(If yes, please provide policy information below)		
Does health plan offer an option for employee to enroll in full family health coverage?		<input type="checkbox"/> <input type="checkbox"/> Yes No
Insurance Company:		Policy #
APPRENTICESHIP		
Will you perform at least \$100,000 of work and over 300 work hours? <input type="checkbox"/>		
Which trades do you anticipate utilizing?		
Are you registered as a training agent for all crafts covered at the time of this bid submittal:		Yes No
If yes, please provide your BOLI Trade Agreement # <input type="checkbox"/>		
Trade:	Trade:	Trade:
BOLI Trade Agreement #	BOLI Trade Agreement #	BOLI Trade Agreement #
CERTIFICATION: I hereby certify that the foregoing information is true and correct.		
Print Name:	Signature:	Date:

Attachment E: Affiliated JATC Standards

UNION	Affiliated JATC	STANDARDS OF APPRENTICESHIP - EXCEPTIONS			
		Exception 9 – Contractual Requirement	Exception 5 – Pre-Apprenticeship	Exception 13 – Regional Workforce Agreement Language	Notes
EXCEPTION 9+5 OR 13 APPROVED					
UA Plumbers and Steamfitters Local 290	OR SW-WA NW-CA Plumbers & Steamfitters JATC	Have exception 9	Have exception 5	Have approved Exception 13	Confirmed per BOLI website 10/28/21
Cement Masons Local 555	Oregon & SW Washington Cement Masons JATC	Have exception 9	Have exception 5		Confirmed per BOLI website 10/28/21 BOLI standards are correct.
Operating Engineers Local 701	Oregon Columbia Heavy Equipment Operators JATC	Have exception 9	Have exception 5		Confirmed per BOLI website 10/28/21
Laborers Local 737	Oregon Laborers JATC	Have exception 9	Have exception 5		Confirmed per BOLI website 10/28/21
Pacific Northwest Regional Council of Carpenters	Pacific NW Carpenters JATC	Have exception 9	Have exception 5		
Iron Workers Local 29	Pacific NW Ironworker & Employer JATC	Have exception 9	Have exception 5		Confirmed per BOLI website 10/28/21
IBEW Electricians Local 48	NECA – IBEW Electrical JATC	Have exception 9	Have exception 5		Confirmed per BOLI website 10/28/21
PARTIAL					
Sheet Metal Workers Local 16 (SMART)	Sheet Metal JATC		Have exception 5		Local 16 reported that exemption 9 was added, as of 10/28/21 not reported on BOLI website
Linoleum Layers Local 1236 (Floor Coverers IUPAT SC5)	Oregon & SW Washington Floor Covering JATC		Have exception 5		Local 1236 reported discussion about 9, and approval of 13 as of 10/28/21 not reported on BOLI website
Painters Local 10 (IUPAT DC5)	Oregon & SW Washington Painters JATC		Have exception 5		Local 10 reported discussion about 13

Heat and Frost Insulators Local 36	Or SW-WA Heat & Frost Insulators & Allied Workers JATC		Have exception 5		Local 36 reported that exemption 9 was up for approval, as of 10/28/21; not reported on BOLI website
Glass Workers Local 740 (Glaziers)	Or & SW-WA Glaziers, Architectural Metal And Glass Workers JATC		Have exception 5		Local 740 reported conversations about 13
Drywall Finishers Local 101	Oregon/SW Washington Drywall Finishers JATC		Have exception 5		Local 101 reported conversations about 13
Plasterers Local 82	Oregon/SW Washington Plasterers Jac		Have exception 5		Local 82 indicated: Don't have exception 9, but can meet needs of contractor under RWEA, and BOLI standards are correct.
Roofers Local 49	Oregon & SW-WA Roofers & Waterproofers JATC				Local 49 indicated: Open hiring hall; employer can request off the list or they can send someone to the hall; they don't utilize exceptions but have ability to meet needs of contractors under RWEA.
Elevator Constructors Local 23	Oregon SW- Washington Elevator Industry JATC	Have exception 9			Local 23 confirmed applicability of standards last revised in 2018, with statement that the BOLI 2021 standards are not applicable
Bricklayers and Allied Craftworkers Local #1 Oregon	Oregon SW- Washington Mason Trades JATC		Have exception 5		Exception 9 not approved
Sprinkler fitters Local 669	UA Sprinkler Fitters Local 669 Joint Apprenticeship And Training Committee				No exceptions are listed on the 2019 standards

EXCEPTION LANGUAGE (Examples)

5. PRE-APPRENTICESHIP.

Graduates that have successfully completed pre-apprenticeship programs jointly approved by the OSATC and the committee during the preceding four years will be registered and placed at the bottom of the apprentice out of work list, providing that the applicant meets the current minimum qualifications. Such priority is granted without regard to race, color, religion, national origin, or sex.

9. CONTRACTUAL REQUIREMENT

A training agent, able to document the existence of a valid contractual requirement for specific percentages of minority and/or female apprentices on the job, may request that the sponsor pierce the ranked pool of eligibles to reach the top minority or female qualified applicant(s). The sponsor will record on the registration agreement, and in its minutes, the use of this exception and retain a copy of applicable bid specifications.

13. REGIONAL WORKFORCE EQUITY AGREEMENT

A training agent, able to document that it is working under the Regional Workforce Equity Agreement executed by the [relevant union] and subject to a contractual goal of specific percentages of people of color and/or female apprentices on the job, may request that the sponsor pierce the Out of Work List and, if necessary, the Ranked Pool of Eligibles, to reach the top person of color or female qualified applicant(s), and the sponsor shall fulfill this request and refer such worker to the job, as necessary for the training agent to satisfy such percentage goals. If there are no people of color or female applicants on the Out of Work List and the Ranked Pool of Eligibles, the sponsor shall notify the training agent. If the training agent then sends to the sponsor one or more people of color or female workers who are a graduates of local pre-apprenticeship programs or who otherwise meet the minimum qualifications set forth herein, the sponsor shall admit such workers into the apprenticeship and refer them to the job, as necessary for satisfaction of the percentage goals. The sponsor shall record on the registration agreement, and in its minutes, any use of this exception, and shall retain a copy of applicable bid specifications.