

City of Seattle
Finance and Administrative Services
Seawall Community Workforce Agreement Guidelines for Contractors



DISCLAIMER: This is meant to be a guide, and should not be used as a replacement from reviewing and understanding the relevant bid specifications and terms of the signed Seawall Community Workforce Agreement.



City of Seattle
Department of Finance and Administrative Services

Dear Contractor:

The City of Seattle is pleased to welcome you to family of providers the City does business with. We are grateful for your commitment to partner with us in creating access to the work generated by the contracts the City issues. A very important component of the City of Seattle's Elliott Bay Sea Wall project is the Labor Equity Program, which focuses on the hiring, training and retention of the regional workforce. This Contractor Guideline Package contains important information on the goals and requirements of the program as well as information on how to comply.

Mortenson-Manson is the GCCM on the project and can respond to any of the questions related to your contract. In addition, City staff is here to help you understand the expectations. Compliance questions can be answered by Miguel Beltran, City Contract Compliance Manager at (206) 684-2545 and Labor Equity Program questions can be directed to Anna Pavlik, Labor Equity Supervisor at (206) 386-1122.

Our goal is to ensure that City's capital improvement projects provide contractors with the best trained workforce available, while creating access for disadvantaged area residents. We believe strongly that our role is to assist you, the contractor, in meeting and when possible exceeding the program goals. The Labor Equity Program Manager is Daniel Villao and my office remains an available resource should you require it. We look forward to sharing in your success!

Sincerely,

Nancy Locke
Director
City Purchasing and Contract Services Division

Fred Podesta, Director, Department of Finance and Administrative Services

Nancy Locke, Director
City Purchasing and Contracting Services
700 Fifth Avenue, 41st Floor
PO Box 94687
Seattle, Washington 98124-4687

Phone (206) 684-0444
Fax (206)233-5155
TDD (206) 615-0476
nancy.locke@seattle.gov



City of Seattle
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CONTENT

COMPLIANCE CHECKLIST 4

ONLINE RESOURCES 5

EMPLOYMENT DIVERSITY HIRING GOALS 6

REQUEST/VERIFICATION FOR CRAFT EMPLOYEES 7

SEAWALL REFERRAL PROCESS 9

SAMPLE UNION AUTHORIZATION FORM (DUES/REPRESENTATION FEES) 10

CORE EMPLOYEE LIST 11

PREVAILING WAGE TRUST PAYMENT WAIVER APPLICATION 12

 Total Compensation 13

 Benefits Analysis Sheet 14

 Health 14

 Dental 15

 Vision 16

 Life 17

 Retirement 18

DISPUTES AND GRIEVANCES 19

UNION CONTACT INFORMATION 21



City of Seattle
Department of Finance and Administrative Services

COMPLIANCE CHECKLIST

All Contractors/Subcontractors of any tier may only start work on a covered project after the following items have been submitted and approved by FAS:

- Pre-Job Conference Package (includes Letter of Assent)
- Core Worker List (for Open Shop Contractors)
- OPTIONAL* Prevailing Wage Trust Payment Waiver Application (for Open Shop Contractors interested in a waiver from union trust payments)

Many of the forms are also available at: http://www.seattle.gov/contracting/labor_equity.htm

Compliance Documents

Document/Activity	Deadline	Submittal to:	Document location
Sign and submit Pre-Job Package (including signed Letter of Assent)	When sub-contract is awarded	Rebecca.Slotta@mortenson.com	http://www.seattle.gov/contracting/docs/labor/20140110prejob_meeting.docx
Submit Seawall dispatch Request/Verification for Craft Employees Form	Whenever dispatch is needed	Union hiring hall	http://www.seattle.gov/contracting/docs/labor/req_CraftEmployee.pdf
Open Shop Contractor: Submit a Core Worker List	Prior to NTP	Union and seawallcwa@seattle.gov	http://www.seattle.gov/contracting/docs/labor/CorWorkerList.pdf
Submit authorization form for deducting union dues or representation fees	When required from Union	Union	Union
<i>OPTIONAL:</i> Open Shop Contractor – Submit Prevailing Wage Trust Payment Waiver Application <i>if requesting a waiver</i>	At least 5 business days before start of work	seawallcwa@seattle.gov	http://www.seattle.gov/contracting/docs/labor/Trust_pmt_waiver.pdf
Submit contractor payment report	Monthly	B2Gnow	https://seattle.diversitycompliance.com/Default.asp?TN=seattle&XID=8070
Submit Certified Payroll	Weekly	LCPtracker Certifications	https://prod.lcptracker.net/
Submit a written explanation for any “turnaround” or refusal of any worker	Within 48 hours of turnaround	Rebecca.Slotta@mortenson.com	N/A



City of Seattle
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ONLINE RESOURCES

SEAWALL CWA LINK: <http://www.seattle.gov/contracting/docs/labor/SeawallCommWorkforce.pdf>

AMENDMENT: PRE-JOB LETTER OF UNDERSTANDING:

http://www.seattle.gov/contracting/docs/labor/SeawallCWA_Pre-Job_LOU.pdf

CITY OF SEATTLE WEBSITES:

APPRENTICESHIP UTILIZATION: http://www.seattle.gov/contracting/docs/la_ApprenticePlan.pdf

LABOR EQUITY PROGRAM WEBSITE: http://www.seattle.gov/contracting/labor_equity.htm

PUBLIC WORKS: <http://www.seattle.gov/contracting/construction.htm>

WOMEN & MINORITY BUSINESS: <http://www.seattle.gov/purchasing/wmbe.htm>

LCPtracker: <https://prod.lcptracker.net/>

LCPtracker Training Modules: <http://www.lcptracker.com/Support.html>



City of Seattle
Department of Finance and Administrative Services
EMPLOYMENT DIVERSITY HIRING GOALS

Purpose: Ensure that City of Seattle Capital Improvement Projects provide contractors access to the best trained workforce available, while creating access for Disadvantaged Area Residents including women, minorities, veterans and residents with social and economic barriers.

Community Workforce Agreement (CWA) provides the following framework:

I. 15% Apprenticeship Utilization:

- 21% of Apprentices hours are to be performed by minorities
- 12% of Apprentices hours are to be performed by women

II. Employment Diversity

- 15% of the total workforce are to be from economically distressed zip codes: The City has defined economically distressed zip codes as those with a high density of residents living under 200% of the Federal Poverty Limit, unemployed residents and residents with no college education.
 - 12% of project hours are to be performed by women
 - 21% of project hours are to be performed by minorities

III. Preferred Entry Program

- 1 of 5 apprentices are to be from a qualified pre-apprenticeship training program



City of Seattle

Department of Finance and Administrative Services

http://www.seattle.gov/contracting/docs/le_req_CraftEmployee.pdf

REQUEST/VERIFICATION FOR CRAFT EMPLOYEES

PROJECT NAME _____

INSTRUCTIONS

To the Contractor:

Please complete and fax this form to the applicable union to request craft workers that fulfill all hiring requirements for the City of Seattle project. After faxing your request, call the Local to verify receipt and substantiate their capacity to furnish targeted, preferred entry or general dispatch as requested. Please print your Fax Transmission Verification Report and keep a copy of this request for your records.

To the Union:

Please complete the "Union Use Only" section and fax form back to the requesting contractor. Retain form for your records.

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

Please provide me with union craft workers per the City of Seattle PLA that fulfills the requirements for this project as defined below:

- 15% "Targeted Worker" Requirement (Union craft employees, including apprentices, who reside in the zip codes listed on back and are certified to fulfill the "targeted worker" hiring requirement).
Tier 1 zip codes must first be exhausted prior to utilizing the Tier 2 zip codes.
- 1 of every 5 apprentices dispatched to City of Seattle project **must** meet Preferred Entry criteria.
- General Dispatch (Union craft employees dispatched per normal dispatch procedures, not including the 15% Targeted Hire Worker requirements or direct entry apprenticeship criteria)

Craft Employees Requested

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

Total Workers Requested _____

*Contractors **WILL NOT** be credited with "targeted worker" placement for Preferred Entry workers employed (turned around) with less than 40 hours of work on a job call from the hall.

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

Site Address:	Report to (On-Site Contact):
On-Site Tel.#: () _____	Fax: () _____
Comments or special requirements:	

FOR UNION USE ONLY:

Reception Date: _____ Dispatch Date: _____ Received By: _____

Employee Name	Address	Zip Code



City of Seattle

Department of Finance and Administrative Services

<u>Requested Dispatch</u>	<u>Available For Dispatch</u>	<u>Unavailable For Dispatch**</u>
15% Targeted Worker	<input type="checkbox"/>	<input type="checkbox"/>
Preferred Entry Apprentice	<input type="checkbox"/>	<input type="checkbox"/>
General Dispatch	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

**If Union is unable to make a referral in 48 hours, dispatcher and contractor will notify City of Seattle Labor Equity Office – (206) 386-1122 to fill the call through City Referral process. If no referral is made through City of Seattle process the contractor may use any available means to fill the call.

Targeted Worker List

Tier 1 zip codes must first be exhausted prior to utilizing the Tier 2 zip codes.

Tier 1 Zip Code Priority Areas			
98101	Downtown	98102	Capitol Hill/Eastlake
98104	Downtown/ID	98106	Delridge
98107	Ballard	98108	S. Beacon Hill/South Park
98118	Rainier Valley/Rainier Beach	98121	Belltown
98122	Central District	98125	Northgate
98126	High Point	98133	Bitter Lake/NW Seattle
98144	N. Beacon Hill	98146	White Center/Fauntleroy
98178	Rainier Beach		

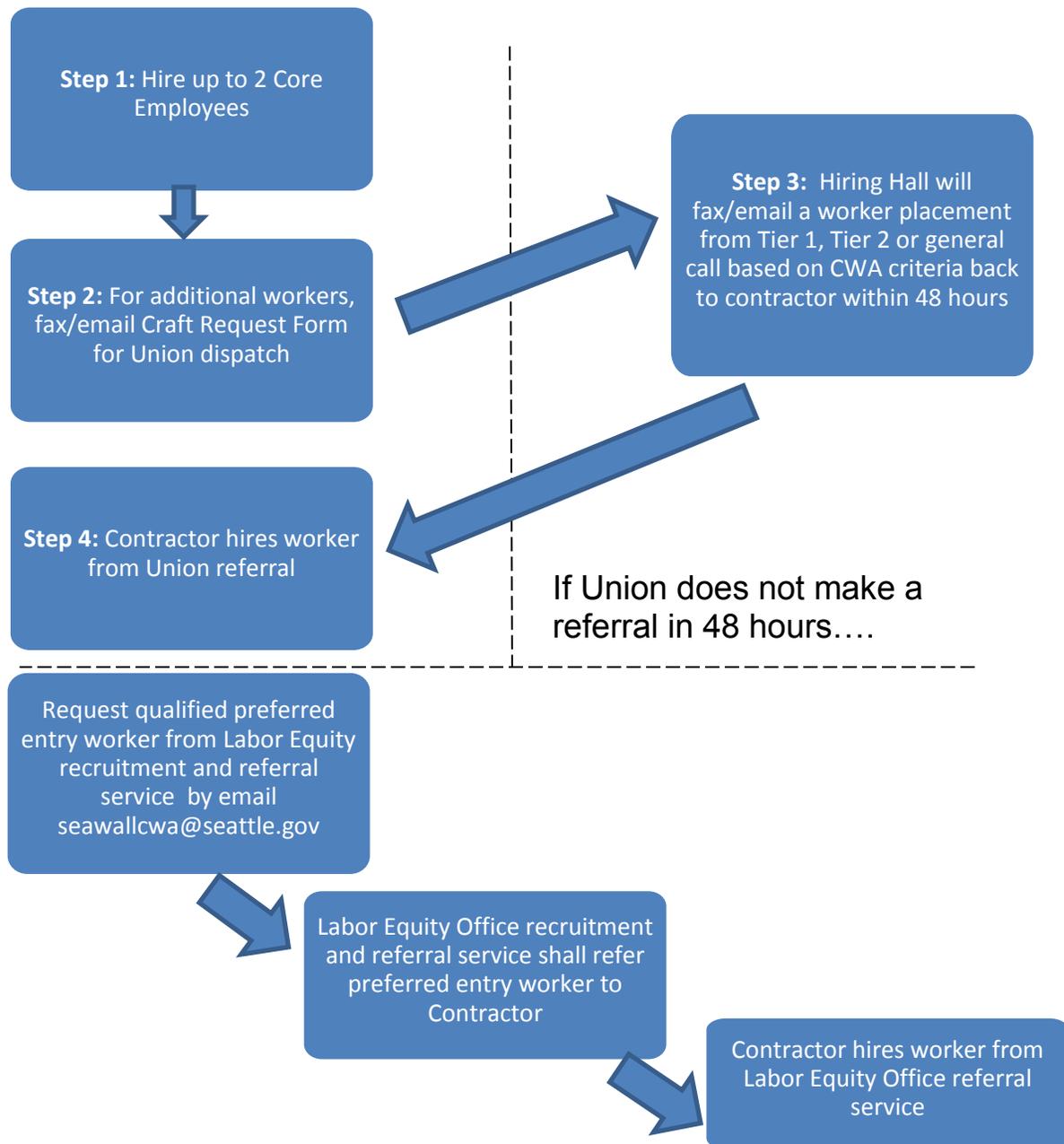
Tier 2 Zip Code Priority Areas			
98002	Kent/Auburn	98003	Federal Way
98007	Bellevue	98023	Auburn
98030	Kent	98031	Kent
98055	Renton	98148	Burien
98168	Tukwila/Boulevard Park	98188	SeaTac/Tukwila
98198	Des Moines		



City of Seattle
Department of Finance and Administrative Services
SEAWALL REFERRAL PROCESS

CONTRACTOR

UNION HIRING HALL





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SAMPLE UNION AUTHORIZATION FORM (DUES/REPRESENTATION FEES)

Contact the appropriate union hiring hall for form. See the Union Contact Information at end of packet.

PRESS HARD • YOU ARE WRITING THROUGH 2 COPIES

DUES CHECK-OFF AUTHORIZATION



Name _____ Ess. Cac. No. _____

Recognizing that membership in the Laborers International Union of North America is not a condition of job referral, I hereby voluntarily authorize any Employer signatory to a Collective Bargaining Agreement with the Washington and Northern Idaho District Council of Laborers to deduct from my wages the hourly dues which the District Council has established and uniformly applies to all working members, and hereby direct the Employer to remit such deductions to the Administrative Office in accordance with the terms of the applicable collective bargaining agreement or other agreement for remittance which has been established between the District Council and the Employer.

This authorization shall take effect as of my date of hire with any employer and shall be irrevocable for a period of one (1) year, or until the termination of the collective bargaining agreement, whichever occurs sooner and shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each, or for the period of each succeeding applicable collective bargaining agreement between my Employer and the District Council, whichever shall be shorter, unless written notice is given by me to my Employer, the Local Union and the District Council not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective bargaining agreement between my Employer and the District Council, whichever occurs sooner.

Dues are not deductible as charitable contributions for federal income tax purposes.

DATE _____ SIGNATURE _____

LOCAL UNION # **440**

PRESENT EMPLOYER, IF EMPLOYED _____ DATE HIRED _____

SAMPLE



City of Seattle
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CORE EMPLOYEE LIST

**** For Open Shop Contractors Only ****

Open Shop Contractors without a collective bargaining relationship with the Unions signatory to the Seawall CWA may employ up to 2 of their own core employees.

A **core employee** is a craft employee who appears on the contractor's payroll a minimum of 1200 hours in the 18 months prior to the project, and on the Contractor's active payroll a minimum of 60 days prior to start of work on the project. Core employees shall meet the minimum journey level qualifications of the craft they are performing, and shall hold all required licenses and certifications for the work of their craft. (Seawall CWA Article VIII Section 8)

Core employees include working foremen, lead (journeymen), working City-operators, and apprentices and shall not be supervisory, management or non-working non-signatory contractors.

Core workers must go to union halls to register.

CORE WORKER LIST:

Employee Name	Last 4 SSN digits	Address	Classification	Date Employed

PERSON VERIFYING INFORMATION PROVIDED ABOVE:

Name	Phone #	Email Address



City of Seattle

Department of Finance and Administrative Services

PREVAILING WAGE TRUST PAYMENT WAIVER APPLICATION

Approved

Declined

Date:

Authorized By:

The contract your company has been awarded requires the payment of Prevailing Wages (PW) to all eligible employees. The prevailing wage rates which went into effect for *King County August 31, 2013* are the established prevailing wage rates for the *Seattle Seawall Community Workforce Agreement (CWA)*, are listed by classification at www.LNI.wa.gov and should be reviewed for each covered employee classification within the scope of work of the awarded contract.

Employers who are not signatory to a union agreement which automatically include trust fund payments on behalf of its workers may make payments to the Union Health and Welfare and/or Pension Trust Funds which cover the specific trade classification(s) of their employees **OR** they may apply for a waiver of those trust fund payments, for their qualified “core workers” by meeting ALL of the following conditions:

1. The employer must have an existing wage and benefit structure in place that is equal to or greater than the established prevailing wage for EACH classification of worker it employs under the terms of the contract it is awarded.
2. The employee(s) for whom continued coverage under the company plan will be maintained must be qualified “core employee(s)” under the terms of the CWA.
3. The employer must provide evidence of the wage structure in place for each core worker under consideration for a minimum period of six (6) months prior to the award of the contract for which they are applying for a waiver.
4. The employer must maintain the approved wage package for the duration of the contract for each qualified core employee.

The employer will submit ALL approved wage package information through the established certified payroll submission process.

All employers of any tier, including those with core employees, will participate in the appropriate union plans for their Union-referred employees.

All employers who have satisfied the Health and Welfare and Pension benefit obligation for their core employees, either through a company plan or a union plan, may pay all other benefits stipulated in the appropriate prevailing wage determination on the employees check.

Employers are advised that the City of Seattle will review and approve or deny the Prevailing Wage Trust Payment Waiver Application in accordance with the standards and intent of the CWA governing the contract award. Any dispute arising from the Prevailing Wage Trust Payment Waiver Application and any decision made by City personnel tied to this application is



City of Seattle

Department of Finance and Administrative Services

subject to the grievance process outlined in the CWA governing the contract award. ALL parties will use the grievance process to address issues related to this process. Employers are encouraged to use the “Additional Information” section to explain any special circumstance they feel may be pertinent to the application and may attach additional pages if required.

Employers certify by their acceptance of the contract award that they are subject to payment of wages equal to OR greater than established prevailing wage rates and therefore acknowledge that the approval of this application does NOT exempt the employer from payment of prevailing wages and this process is designed only to address the form in which the correct prevailing wage rates are paid to workers who perform covered work on awarded City of Seattle projects.

Please submit this application and all supporting documentation a minimum of three (3) business days prior to the commencement of work to seawallcwa@seattle.gov.

TOTAL COMPENSATION						
Employer Name:						
Employer Address:						
Authorized Contact Person:						
Contact Phone:						
Date:						
	{Employer Total Compensation}	{Employer Wages}	{Employer Benefits}	{PW Total Compensation}	{PW Wages}	{PW Benefits}
Employee Name:						
SS# last 4:						
Employee Name:						
SS# last 4:						

ADDITIONAL INFORMATION:



City of Seattle

Department of Finance and Administrative Services

Benefits Analysis Sheet

Use this to compare benefits packages from providers you are using to establish Prevailing Wage packages. Type provider name in the {Provider} placeholder and Classifications at the top of each column and enter itemized information to compare information at a glance. **Your application is subject to rejection if the Prevailing Wage rates listed are found to be incorrect – please verify you are using the correct rates for each worker and each classification.**

Health				
HEALTH PLAN	{Provider}	{Classification 1}	{Classification 2}	{Classification 3}
Employer Cost:				
Employee Cost:				
Covered:				
Not Covered:				
Additional Information:				



City of Seattle
Department of Finance and Administrative Services

Dental				
DENTAL PLAN	{Provider}	{Classification 1}	{Classification 2}	{Classification 3}
Employer Cost:				
Employee Cost:				
Covered:				
Not Covered:				
Additional Information:				



City of Seattle
Department of Finance and Administrative Services

Vision				
VISION PLAN	{Provider}	{Classification 1}	{Classification 2}	{Classification 3}
Employer Cost:				
Employee Cost:				
Covered:				
Not Covered:				
Additional Information:				



City of Seattle
Department of Finance and Administrative Services

Life				
LIFE PLAN	{Provider}	{Classification 1}	{Classification 2}	{Classification 3}
Employer Cost:				
Employee Cost:				
Covered:				
Not Covered:				
Additional Information:				



City of Seattle

Department of Finance and Administrative Services

Retirement				
RETIREMENT PLAN	{Provider}	{Classification 1}	{Classification 2}	{Classification 3}
Employer Cost:				
Employee Cost:				
Covered:				
Not Covered:				
Additional Information:				

Please submit this application and all supporting documentation a minimum of three (3) business days prior to the commencement of work to seawallcwa@seattle.gov.



City of Seattle
Department of Finance and Administrative Services

DISPUTES AND GRIEVANCES

SEAWALL CWA ARTICLE VI

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

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

(b) Should the Local Union(s) or the GC/CM Contractor or any Contractor have a dispute with the other party and , if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and step 2 as outlined for the adjustment of an employee complaint.

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

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they cannot do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be



City of Seattle

Department of Finance and Administrative Services

selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).

(b) Failure of the grieving party to adhere to the time limits established shall render the grievance null and void. The time limits established may be extended only by written consent of the parties involved at the step where the extension is agreed upon. The Arbitrator shall have the authority to decide only issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from this Agreement.

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

**ARTICLE VII
JURISDICTIONAL DISPUTES**

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

Section 2. All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

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

Section 4. Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council 2 weeks prior to commencing work. The GC/CM Contractor and the City will be advised in advance of all such conferences and may participate if they wish.



City of Seattle
Department of Finance and Administrative Services
UNION CONTACT INFORMATION

Asbestos Workers Local 7
14675 Interurban Ave S, #103 Tukwila
98168
Monty Anderson, Bus. Manager
206-812-0777 FAX: 206-812-0779
h.local.7@worldnet.att.net

Iron Workers Local 86
4550 S 134th Pl Tukwila 98168
Jeff Glockner, Business Manager
206-248-4246 FAX: 206-248-4351
local86@local86.org

Sheet Metal Local 66
11831 Beverly Park Rd, Bldg. B2 Everett
98204
Eric Martinson, Business Manager
425-493-5900 FAX: 1-425-493-5901
ericm@smw66.org

Boilermakers Local 502
16621 110th Ave E Puyallup 98374
Dale Mason, Bus. Manager
253-445-4450 FAX: 253-435-0329
boilermakers502@comcast.net

Laborers Local 242
2800 First Ave Seattle 98121
Dale Cannon, Business Manager
206-441-0470 FAX: 728-8756
dale@laborerslocal242.com

Sign Painters Local 1094
6770 E Marginal S Seattle 98108
Scott Clark, Business Rep.
206-443-1094 FAX: 206-443-0291
local1094@ipatdc5.org

BAC Pacific Northwest ADC
15208 52nd Ave S Tukwila 98188
Dave Sheppard, Director
206-248-2456 FAX: 206-248-2459
dsheppard@bacnorthwest.org

Laborers Local 440
565 13th Ave Seattle 98122
Alan Clune, Business Manager
206-329-1540 FAX: 206-329-0156
streetpavers440@hotmail.com

Sprinkler Fitters Local 699
2800 First Ave Seattle 98121
Stanton Bonnell, Business Manager
206-441-0737 FAX: 206-441-2939
miked@ualocal699.org

Carpet, Lino. & Soft Tile Layers 1238
6770 E Marginal Way S Seattle 98108
Todd Pierce, Business Rep.
206-957-1892 FAX: 206-957-1886
phil@ibpatdc5.org

IUPAT 364
6770 E Marginal Way S Seattle 98108
John Boufford, Bus. Rep.
206-441-6922 FAX: 206-448-0953
john@iupatdc5.org

Teamsters Local 174
14675 Interurban Ave S, #303 Tukwila
98168
Rick Hicks, Secy. Treasurer
206-441-6060 FAX: 206-441-4853
rhicks@teamsterslocal174.org

Cement Masons Local 528
6362 6th Ave S Seattle, 98108
John Kearns, Business Manager
206-441-9386 FAX: 206-441-9018
cml528@qwest.net

IUPAT Local 300
6770 E Marginal Way S Seattle 98108
Greg Flatmo, Business Rep.
206-441-6922 FAX: 206-448-0953
iupatlu300@quidnunc.net

Laborers District Council
805 164th St SW Ste 150 Mill Creek
98012
David Letinich, Business Manager
425-741-3556 FAX: 425-741-2787

Electrical Workers Local 46
19802 62nd Ave S Kent 98032
Jim Tosh, Business Manager
253-395-6500 FAX: 253-872-7059
jimt@ibew46.com

IUPAT Local 1964
220 S 27th Tacoma 98402
Chris Winters, Business Rep.
253-307-5594 FAX: 253-272-9971
chris@iupatdc5.org

IUPAT District Council 5
6770 E Marginal Way S Seattle 98108
Denis Sullivan, Business Manager
206-441-5554 FAX: 206-448-6478
iupatdc5@quidnunc.net

Elevator Constructors Local 19
2264 15th Ave W Seattle, 98119
Don Felton, Business Manager
206-282-4885 FAX: 206-282-3970
donfelton@iuec19.Org

Plumbers & Pipefitters Local 32
595 Monster Rd SW Renton 98057
Jeff Owen, Business Manager
425-277-6680 FAX: 425-277-7370

Service Employees Local 6
PO Box 3716 Seattle 98124
206-448-7348 FAX: 206-441-5120

Glaziers Local 188
6770 E Marginal Way S Seattle 98108
Pete Riley, Business Rep.
206-957-1882 FAX: 206-957-1886
pete@ibpatdc5.org

Roofers Local 54
2800 First Ave Seattle 98121
Steve Hurley, Business Manager
206-728-7654 FAX: 206-448-3362
roofers54@qwestoffice.net

Drywall Finishers
6770 E Marginal Way S, Bldg E, #303-A
Seattle 98108
John Boufford, Business Rep.
206-971-0363 FAX: 206-448-0953
john@iupatdc5.org