



CENTRAL PUGET SOUND

REGIONAL TRANSIT AUTHORITY

Project Labor Agreement
for the Construction of
Sounder Commuter
and
Link Light Rail Projects

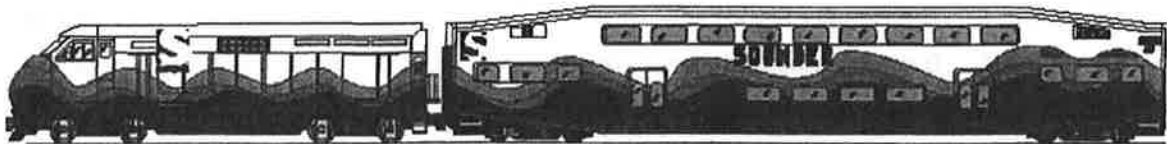


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ARTICLE 1

PURPOSE

The Central Puget Sound region is known to have some of the worst traffic congestion in the nation. Sound Transit was created to develop and deliver a cost-effective regional public transportation system to the urbanized portions of King, Pierce and Snohomish counties.

On May 31, 1996, the Sound Transit Board adopted " Sound Move"- a 10 year Regional Transit System Plan. Included in this plan is a commuter rail and link light rail system. Requirements for timely completion of the work associated with these two components of the transit system without interruption or delay and at-budget are vital to Sound Transit and the region.

On July 8, 1999, the Sound Board executed Sound Transit Resolution No. R99-21, which established the intent to use project labor agreements for these portions of the Project.

This Project Labor Agreement, hereinafter, "PLA", entered into on December 1, 1999, by and between the Central Puget Sound Regional Transit Authority (hereinafter referred to as "Sound Transit"); contractors with whom Sound Transit executes a construction contract for a project to which this Project Labor Agreement ("PLA") applies, hereinafter referred to as "Contractors"; the Building and Construction Trades Department, AFL-CIO, along with the Washington State Building and Construction Trades Council, the Seattle/King County Building and Construction Trades Council, the Pierce County Building and Construction Trades Council, the Northwest Washington Building and Construction Trades Council and their affiliated unions who become signatory hereto, all of whom are collectively referred to as the "Unions", with respect to the construction work within the scope of this PLA owned and contracted by the Central Puget Sound Regional Transit Authority, hereinafter referred to as "Sound Transit", for the construction execution of Link Light Rail Projects and certain Sounder Commuter rail projects located in the Puget Sound region of the State of Washington, hereinafter known as the "Project".

Upon acceptance by the parties to this PLA, this PLA will become the policy of Sound Transit. The construction work covered by this PLA shall be contracted exclusively to Contractors who agree to execute and be bound by the terms of this PLA. Therefore, the Unions agree that any Contractor may execute this PLA for purposes of covering such work. Sound Transit, and/or its Labor Coordinator, hereinafter Coordinator, shall monitor the compliance of this PLA by all Contractors who, through their execution of this PLA, or a Letter of Assent binding them to this PLA, together with their subcontractors, shall have become bound hereto.

The term "Contractor" shall include all construction contractors and subcontractors of whatever tier engaged in onsite construction work within the scope of this PLA.

The Unions and all signatory Contractors agree to abide by the terms and conditions contained in this PLA; and further, acknowledge that unless specifically identified otherwise herein or provided by law, this PLA represents the complete understanding of the parties. No Contractor shall be required to sign any other agreement with any signatory union as a condition of performing work within the scope of this PLA.

No practice, understanding or agreement between a contractor and a union performing work on this Project which is not specifically set forth in this PLA will be binding on any other party unless endorsed in writing by Sound Transit or its Coordinator.

The Unions agree that this PLA will be made available to, and will fully apply to, any successful bidder for Project work who becomes signatory hereto, without regard to whether the successful

bidder performs work at other sites as either a union or a non-union Contractor, and without regard to whether employees of such bidder are or are not members of any labor union. This PLA shall not apply to the work of any Contractor which is not specifically included in this PLA or its Addendums.

The purpose of this PLA is to ensure that all the construction work associated with the Project proceeds continuously, efficiently, economically and with due consideration for the protection of labor standards, wages and working conditions as well as to promote fairness in employment for both union and non-union contractors and craft workers, without discrimination. The parties hereto agree and do establish and put into practice effective and binding methods for the settlement of all misunderstandings, disputes, or grievances that may arise between the Contractor and the Unions, or their members, to the end that Sound Transit, the Contractors and the Unions are assured of complete and safe continuity of operation without strikes, slowdowns or interruptions of any kind that labor-management peace is maintained.

The parties are committed to providing open access to bidding and employment opportunities for all contractors, prospective craft workers and other parties. The parties agree to work jointly to promote access to construction opportunities and training to interested applicants from throughout the local region.

The parties commit to the principles and policies set forth in Sound Transit's Guiding Principles for Employment and Contracting which identify the following four key objectives:

- a. Workforce diversity reflective of the region
- b. Maximum use of local businesses
- c. Maximum use of small businesses
- d. Maximum use of minority, women and disadvantaged businesses in a manner consistent with applicable federal and state laws, regulations, policies and grant requirements.

The Project is subject to federal funding, which may require that certain conditions of federal grants and regulations apply including the requirements of the USA Department of Transportation, Federal Transit Administration's Master Agreement (FTA Master Agreement). In such cases, said conditions will prevail over conflicting provisions of this PLA. This PLA shall be subordinate to any and all such stipulated requirements and other relevant statutes.

Section 22 of the FTA Master Agreement includes important provisions requiring compliance with Titles of the Civil Rights Act of 1964 as amended, ensuring use of non-discrimination provisions, providing for Equal Employment Opportunities for Construction Activities, and assuring measures to facilitate participation by Disadvantaged Business Enterprises (DBE).

ARTICLE 2

SCOPE OF AGREEMENT

This PLA shall apply and is limited to all new construction as defined in Section 2.1 of this Article and performed by those Contractor(s) and their subcontractor(s) of any tier who have been awarded contracts for such work, or for whom bids have been received for contracts on or after the effective date of this PLA, and covering construction, including rework, and other construction related activities necessary to the Sound Transit Project and specifically described below.

2.1 The Project is specifically referred as and limited to:

(a) The Sounder Commuter Rail Stations at the following locations:

- Puyallap
- Tukwila
- Tacoma Dome
- Lakewood
- Edmonds
- Mukiteo

(b) The following projects for Link Light Rail, including contract packages for the heavy civil, systems and finishes work:

- N120-NE 60th to Pacific St. (new light rail alignment)
- N230-45 St. to Capital Hill Cross Over (new light rail alignment)
- N240-DSTT to Capital Hill (renovation of existing bus tunnel)
- N250-Station Finishes, Pacific St. to 45th St. (new light rail stations)
- C500-DSTT (renovation of existing bus tunnel)
- S700-International District to East of I-5 (new light rail alignment)
- M600-Central Yard and Maintenance Facility (new light rail vehicle maintenance facility)
- S740-Beacon Hill Tunnel (new light rail alignment)
- S720-E. Beacon Hill Tunnel Portal to Walden (new light rail alignment)
- S730-Walden St. To S. Holly St. (new light rail alignment)
- S740-S. Holly St. to Norfolk (Boeing Access) (new light rail alignment)
- S750-Boeing Access Road to 130th St. (new light rail alignment)
- S760-130th St. to 150th St. (new light rail alignment)
- S770-150th St. to South Sea-Tac (188th St.) (new light rail alignment)
- S780-188th St. to South of 200th St. (new light rail alignment)

It is understood by the parties that Sound Transit may at its sole discretion and at any time modify, delete or add to the list of Projects defined in Section 2.1 above. In so doing, Sound Transit will first notify the Washington State Building and Construction Trades Council of their intended changes.

2.2 The following items are specifically excluded from the scope of this PLA:

- (a) Work for non-manual employees, including but not limited to, superintendents, supervisors, assistant supervisors, staff engineers, inspectors, quality control and quality assurance personnel, timekeepers, mail carriers, clerks, office workers, including messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, community relations or public affairs, environmental compliance, supervisory and management employees.
- (b) Work by employees of a manufacturer or vendor necessary to maintain such manufacturer's or vendor's warranty or guarantee, including the on-site supervision of such work.
- (c) All work by employees and/or consultants of Sound Transit, including tenants or concessionaires doing business at Sound Transit facilities.

- (d) All non-construction support service contracted by Sound Transit or its contractor(s) of any tier in connection with the Project.
- (e) All equipment, machinery and facilities owned and/or operated by Sound Transit or its assigns.
- (f) Furniture, fixture, and equipment installers retained by Sound Transit, or its assigns.
- (g) Artists retained by Sound Transit, or its assigns, during the course of the Project.
- (h) Employees engaged in any work performed on or near, or leading to or into, the Project site(s) by state, county, city or other governmental bodies or their contractors; Burlington Northern Santa Fe Railroad, Amtrak, or their contractors; or public utilities or their contractors.

2.3 Sound Transit and/or Contractors performing work on this Project have the right to select any qualified bidder and award contracts or subcontracts without regard to the Contractor(s) being signatory to any collective bargaining agreement with any Union party to this PLA, or any other union so long as such Contractor(s) become signatory to and comply with all terms and conditions of this PLA, or Letter of Assent, should such Contractor(s) be awarded work covered by this PLA.

It is understood that this PLA, together with the Schedule A's and Addendums, constitutes a stand alone agreement, and by virtue of becoming signatory to this PLA, or Letter of Assent, the Contractor or subcontractor will not be obligated to sign any other labor agreement as a condition of performing work within the scope of this PLA. It is further understood that the provisions of this PLA shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area, and/or national Agreements, which may conflict with or differ from the terms of this PLA. Where a subject covered by the provisions of this PLA is also covered by a conflicting provision of another collective bargaining agreement(s), the provisions of this PLA shall "*prevail*". In those instances where this PLA is silent on an issue, the parties shall refer to and abide by the applicable local, area, or national Collective Bargaining Agreements in ascending order of precedence (in other words, the local agreements shall apply, but if the local agreements do not apply, then the area agreements shall apply, but if the area agreements do not apply, then the national agreements shall apply) **except** when (1) resolution of the issue would be through use of a "Parity", "Most Favored Nations", or "Me Too" clause of the collective bargaining agreement or reference to some other agreement; or (2) the collective bargaining agreement contains provisions that by specific reference, or for all practical purposes, are only applicable to a Sound Transit project or projects. Furthermore, when an issue is resolved under the terms of a particular collective bargaining agreement, that issue shall only be resolved as to the particular members of the trade(s) covered by that collective bargaining agreement. Other trades not covered by the particular collective bargaining agreement shall not achieve a similar result by way of "Parity", "Most Favored Nation", or "Me Too" agreements or clauses in their own collective bargaining agreement or the collective bargaining agreement used to resolve the issue. This amendment to this agreement shall only apply to new contracts entered into after the date of adoption of this amendment and not to existing contracts.¹

Sound Transit and/or its Coordinator will obtain from each Contractor or Subcontractor who has been awarded work on this Project either a fully executed PLA or Letter of Assent

¹ Article 2.3 amendment effective as of January 29, 2009 by action of the Joint Administrative Committee.

to this PLA and forward a copy to the Union(s) upon receipt.

- 2.4 This PLA shall only be binding upon the signatory parties hereto.
- 2.5 This PLA covers the work as set forth in 2.1 of this Article, as well as work covered in Attachments B and C of this PLA, for which bids have been received after the effective date of this PLA. Nothing contained herein shall be construed to prohibit, restrict, or interfere with the performance of any other operation, work or function awarded to any Contractor before the effective date of this PLA or which may be performed or contracted by Sound Transit for its own account on the property or in and around the Project.
- 2.6 It is understood that the liability of the Contractor and the liability of the separate Unions under this PLA shall be several and not joint. The Unions agree that this PLA does not have the effect of creating any joint employment status between or among Sound Transit and/or any Contractor.
- 2.7 None of the provisions of this PLA shall apply to Sound Transit employees, nor shall Sound Transit employees be restricted from performing work not covered by this agreement on the Project site.
- 2.8 It is further agreed that, where there is a conflict, the terms and conditions of this PLA shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except that the work of the International Union of Elevator Constructors on this Project shall be performed under the terms of its National Agreements, with the exception of Article 15, Work Stoppages and Lockouts; Article 16, Jurisdictional Disputes; and Article 17, Grievance Procedure, of this PLA, which shall apply to such work.

¹ Article 2.3 amendment effective as of January 29, 2009 by action of the Joint Administrative Committee.

ARTICLE 3

UNION RECOGNITION, REPRESENTATION, DUES, REFERRAL AND SECURITY

3.1 Union Recognition

- (a) The Contractor(s) recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this PLA.
- (b) All employees covered by this PLA who are currently members of a Union and who are working for a contractor signatory to a collective bargaining agreement other than this PLA, shall remain members in said Union during the term of this PLA.
- (c) For all employees not presently members of a Union, becoming and remaining a member of the Union shall not be a requirement for employment under this PLA.
- (d) The Contractor(s) agree to deduct Union Dues or Representation Fees and remit same to the Union on a monthly basis. Employees will be required to sign an authorization form (Attachment A).

3.2 Union Representation

- (a) Authorized Union representatives shall have reasonable access to the Project, provided they do not interfere with the work of the employees, and further provided that such representatives fully comply with the visitor, safety and security rules established for the Project.
- (b) The Business Representative(s) for each of the Local Unions signatory hereto shall have the right to designate for each shift worked with each Contractor one (1) working journey-level worker as Steward for all related craft personnel, who shall be recognized as the Union's representative for a signator hereto. Such designated Stewards shall be qualified workers assigned to a crew and shall perform the work of their craft. Under no circumstances shall there be a non-working steward on the job.
- (c) The working Steward shall be paid at the applicable wage rate for the job classifications in which they are employed.
- (d) Steward(s) for each craft of the signatory Unions employed on the Project shall be permitted on the Project site at all times. They shall not be subjected to discrimination or discharge on account of performing proper union business. The Unions agree that such business shall not unreasonably interfere with the Steward's work for the Contractor.
- (e) It is recognized by the Contractor that the employee selected as Steward shall remain on the job as long as there is work within their craft for which they are qualified, willing and able to perform. The Contractor shall be notified in writing of the selection of each Steward. The Contractor shall give the Unions prior written notice before discharging a Steward for any reason.

- (f) The Steward may not cause or encourage a work stoppage and, if found guilty of instigating such action, will be subject to disciplinary action by the Contractor, including discharge.
- (g) The Steward's duties shall not include hiring and termination.
- (h) The Stewards shall be given the option of working all reasonable overtime within their craft and shift provided they are qualified to perform the task assigned.

3.3 Dues

Dues shall be according to the requirements of Local Unions signatory to this PLA, except for those non-members a Representation Fee of 94% of regular dues shall be required.

3.4 Union Referral and Security

In the event that Local Unions are unable to fill any request for employees within forty-eight (48) hours after such request is made by the Contractor (Saturdays, Sundays and Holidays excepted), the Contractor may employ applicants from any other available source. The Contractor shall inform the Union of the name and social security number of any applicants hired from other sources and shall refer the applicant to the Local Union for dispatch to the Project within twenty-four (24) hours after they are hired.

ARTICLE 4

COMMUNITY REPRESENTATION

- 4.1 As diverse and low-income communities are underrepresented in the construction industry, the parties to this PLA support the direct involvement of FAST JOBS Coalition Community Representative and Agents hereinafter referred to as "FJC-Rep" and "FJC-A's", to insure the securement and successful retention of people of color and women. In accordance with Sound Transit resolution R99-21, FJC-Reps and FJC-A's will be trained in the jobsite monitoring and advocacy of community interests in the implementation of the social justice provisions contained in this agreement.
- 4.2 FJC-Reps are employees of contractors party to this agreement. FJC-A's are representatives of the FAST JOBS Coalition, hereinafter referred to as "FAST".
 - (a) All FJC-Reps and FJC-A's will be recruited and selected by FAST. FJC-Reps will be journey level workers in their respective trades.
 - (b) All FJC-Reps and FJC-A's will complete a comprehensive training program and will receive certification cards from FAST. Elements of this training will include but not be limited to:

- FAST Objectives
- Monitoring of the provisions of this PLA
- Communication Skills
- Responsibilities
- Accountability of Activities and Reporting
- Jobsite Safety
- Mentoring
- Community Resource and Referral (to services)

(c) The FJC will train and certify twenty-five (25) journey level workers.

4.3 FJC-Reps may be designated on any project or contract valued at \$1 million dollars or more.

- (a) For projects meeting the above criteria, the FAST will notify the PLA Coordinator in writing, with the name of the employee to represent FAST as a FJC-Rep under this Article.
- (b) Such designated FJC-Rep shall be a qualified worker assigned to a crew and shall perform the work of their craft. Under no circumstances shall there be a non-working FJC-Rep on the Project.
- (c) FAST may appoint a FJC-Rep for each shift.
- (d) FJC-Reps selected by FAST on applicable Projects shall be permitted on the jobsite at all times. They shall not be subjected to discrimination or discharge on account of proper FJC-Rep activities. FAST agrees that such activities shall not unreasonably interfere with the FJC-Reps work for the Contractor.
- (e) It is recognized by the Contractor that the employee selected as the FJC-Rep shall remain on the job so long as there is work within their craft which they are qualified, willing and able to perform. The Contractor shall give FAST prior written notice before discharging a FJC-Rep for cause. For purposes of this section, "cause" shall mean incompetence, unexcused absenteeism, disobedience of orders, unsatisfactory performance of duties, or violation of Project Work Rules.
- (f) The FJC Rep shall be given the option of working all reasonable overtime within their craft and shift providing they are qualified to perform the task assigned.
- (g) FJC Reprs and FJC-A's shall have reasonable access to the Project, provided they do not interfere with the work of the employees, and fully comply with the visitor, safety, and security rules established for the Project.

4.4 All FJC-Reps and FJC-A's will contact FAST if non-compliance or other irregularities are observed or reported. Activities include, but are not limited to:

- (a) Monitoring of the stated goals for the participation of workers of color and women within the construction trades workforce, as contained in this PLA.
- (b) Support, mentoring and problem solving for all workers, including workers of color and women, to promote harmony and safety on the jobsite, and to increase retention of workers of color and women in the industry.

- (c) Act as a liaison for workers of color and women and the FJC, between employers and their Union representatives to enhance effective communication and expedite resolution of issues.
 - (d) Participate as needed in the implementation of Sound Transit Project policy or mutually agreed upon contractor, Union, and/or FAST directives.
 - (e) Serve as a recruitment resource for employers, Unions, and the SAC apprenticeship programs consistent with the "RAPID" model contained in Article 8.
 - (f) None of the above activities shall interfere with established jobsite safety or the normal productivity of the job.
- 4.5 All FJC-Reps and FJC-A's will submit a monthly report to FAST detailing their activities.
- (a) FJC-Reps, when working for contractors under this PLA will notify the FAST of the following:
 - Name of contractor, jobsite telephone number, and name of supervisor.
 - Project name and location
 - Hours of work and schedule (shift)
 - Activities
 - (b) FAST reserves the right to report its findings to the JAC at anytime.
- 4.6 As it is recognized that the presence of FJC Reps are "value added", they will be paid for activities covered under this Article as part of their normal duties by their contractor, up to one-half (1/2) hour per week at the employee's normal rate of pay.

ARTICLE 5

JOINT ADMINISTRATIVE COMMITTEE

- 5.1 The parties to this PLA will form a Joint PLA Administrative Committee, hereinbefore referred to in Article 4 as the "Committee", which shall serve in an advisory capacity to assist the parties in their implementation and interpretation of the PLA. Further, the Committee may amend the PLA, in accordance with the procedures identified herein. The purpose of the Committee shall be to promote harmonious relations on the Project, to ensure the provisions contained in this PLA are adhered to and to advance the efficiency, safety and quality of the crafts working on this Project. All parties acknowledge the importance of attendance and active support of the Committee and agree to participate in the meetings as required.
- 5.2 The Committee shall be comprised of representatives of the Unions and Management. For purposes of this Article, Management shall include: the Coordinator, the Contractor and FAST. The Committee shall be jointly chaired by two individuals, hereinafter referred to as the "Joint Chairs", one who is a representative appointed by the Unions and one who is a representative of Management.
- 5.3 For purposes of making amendments to the PLA, the Unions will have one voice and Management will have one voice regardless of the number of actual representatives of the Unions and Management who are present. (The development of the Management voice

- will be by consensus.) Amendments to the PLA must be by mutual agreement of the Unions and Management who shall commit their agreement to writing and sign it.
- 5.4 The Committee shall meet on a regularly scheduled monthly basis or at the call of the Joint Chairs to discuss the administration of the PLA, the progress of the Project, labor/management problems that may arise, and any other matters consistent with this PLA.
- 5.5 The Committee procedures to be mutually agreed after the Committee convenes.
- 5.6 Language regarding additional responsibilities of the Coordinator to be added e.g. Pre-Job Conferences, by the Committee.

ARTICLE 6

HIRING PROCEDURES, REFERRAL AND EMPLOYMENT

- 6.1 Unless otherwise required by this PLA or obligated to abide by other collective bargaining agreements, Contractors shall be required to use the dispatch resources or procedures of the signatory Unions hereto to acquire workers.
- 6.2 In the event that the Unions are unable to fill any request for employees within forty-eight (48) hours after such request is made by the Contractor (Saturdays, Sundays and all Holidays in this PLA excepted), the Contractor shall first consider referrals from FAST before seeking applicants from other available sources. The Contractor shall inform the Union of the name and social security number of any applicants hired from other sources and shall refer the applicant to the Local Union for dispatch to the Project within twenty-four (24) hours after they are hired.
- 6.3 The parties recognize Sound Transit's commitment to provide opportunities to participate on the Project to emerging business enterprises, as well as other enterprises which may not have previously had a relationship with the Unions signatory to this PLA. To ensure that such enterprises will have an opportunity to employ their core workers on this Project, the parties agree that in those situations where a Contractor not a party to a current collective bargaining agreement with the signatory Union having jurisdiction over the affected work and is a successful bidder, the Contractor may request by name and the Union will honor referral of core employees. The contractor must first demonstrate those persons possess the following qualifications:
- Possess any license required by state or federal law for the Project work to be performed.
 - Have worked a total of at least one thousand (1,000) hours in the construction craft during the prior three (3) years.
 - Were on the Contractor's active payroll for at least sixty (60) out of the one hundred-eighty (180) calendar days prior to the contract award.
 - Have the ability to perform safely the basic functions of the applicable trade.
- Core employees who meet the aforementioned qualifications will be dispatched as follows:
- (a) Contractors with six (6) or more craft employees may request by name, and the Union will honor by referral up to a maximum of five (5) persons in each craft on an

alternating basis with the Contractor selecting first. All subsequent referrals will be through the respective Union hiring hall.

- (b) Contractors with five (5) or fewer craft employees may request by name, and the Union will honor, by referral as follows:
- Core Employee
 - Union Referral
 - Core Employee
 - Core Employee
 - Union Referral
 - Core Employee
 - Union Referral
 - Core Employee

All subsequent referrals will be through the respective Union hiring hall.

- (c) It is agreed that specific terms and conditions governing hiring and assignment of union workers in supplement to small Contractors existing core employees (who would be displaced by the local referral procedure) may be negotiated jointly by Sound Transit, the Contractor, and applicable local Union.

- 6.4 It is the goal of the parties to increase the membership and participation of underrepresented groups, including women and people of color, in the construction of the projects to which this PLA applies. It is an additional goal of the parties, that said underrepresented groups, including low-income women and people of color, will perform one-third (33%), or more, of the total work hours on this project. A minimum threshold of one-quarter (25%) of the total labor hours will be performed by women and people of color. It is recommended that the sub-goals for women and people of color be reviewed by the Committee on an annual basis. These sub-goals are:

People of color	21%
Women	12%

The implementation of these goals will be a responsibility of the Committee, who will regularly review, no less than quarterly, actual participation and activities towards meeting these goals; and make recommendations or issue direction on specific means to increase participation of underrepresented groups. Underrepresented groups, including women and people of color, will be employed and receive training in all job classifications including foremen, leads, journey-level and apprenticeship positions.

ARTICLE 7

APPRENTICESHIP

- 7.1 Apprenticeship Program. The parties will jointly develop and implement an Apprenticeship Program that will increase the skill of the Puget Sound region work force, specifically women, people of color, and individuals who are low-income or under-represented on the work force, so that these workers can enter the pool of skilled labor, fully qualified for living wage jobs. Said Apprenticeship Program shall include the following components:

- (a) A Project-wide goal of 20% for the utilization of Washington State Apprenticeship Council (SAC) approved apprentices.
- (b) Methods that will be used by the Committee to identify opportunities for the utilization of apprentices on specific contract packages.
- (c) Means and methods for reporting, collecting and analyzing data related to the utilization of apprentices on the Project.
- (d) Means and methods for monitoring and enforcing the apprenticeship efforts of the parties.
- (e) Means and methods for ensuring the inclusion of women and people of color in the apprenticeship program as follows:
 - Women and people of color to perform at least 50% of all first-year apprentice hours in all trades.
 - Women and people of color to perform at least 33% of all apprentice hours worked.
- (f) Means and methods for removing barriers to the inclusion of low income and under-represented individuals in the apprenticeship and pre-apprenticeship program.

7.2 Removing Barriers. The Seattle/King County, The Northwest Washington and the Pierce County Building and Construction Trade Councils and their affiliate member Unions ("Council") and other state-approved apprenticeship programs serving these counties will cooperate with Sound Transit and FAST to assist low-income residents to gain entrance to, and successfully complete, SAC apprenticeship programs. The Council and other state-approved apprenticeship programs, will inform the coordinators and sponsors of the apprenticeship and training programs and Union representatives of the goals and activities covered by this Agreement, and will provide advocacy and assistance to encourage, support and involve the apprenticeship program coordinators in meeting these goals.

Examples of the advocacy and assistance that shall be provided include, but are not limited to:

- (a) Establish and facilitate discussions between various SAC programs and their apprenticeship coordinators, with FAST to identify policy or program enhancements to increase the participation of people of color and women.
- (b) Immediate reporting from each SAC program indentures for the period 1994-1999 by class year the total number of indentured apprentices, numbers of male and female and racial breakdown.
- (c) Projected or actual apprenticeship class size by program and trade for period 2000-2005.
- (d) Report their internal diversity goals and timelines for the participation of people of color and women.
- (e) A collaborative effort between the SAC programs and various community-based organizations to recruit in communities of color and women.

- 7.3 The parties shall exercise good faith and affirmative efforts to remove barriers that prevent women, people of color, and individuals who are low-income or under-represented on the work force in the apprenticeship programs. Barriers that need to be removed include, but are not limited to:
- (a) The requirement for a driver's license when a driver's license is not a bona fide requirement of the work.
 - (b) Questions about criminal history when the work does not involve exceptional and extraordinary security requirements.
 - (c) Requirement for apprenticeship application fees.
 - (d) Non-standardized testing.

ARTICLE 8

PRE-APPRENTICE TRAINING PROGRAM

The parties will develop and implement a program by which a Regional Apprenticeship Preparation Integrated Delivery System, hereinafter RAPID, will be established. RAPID will prepare unemployed and underemployed people to compete for entry –level positions as apprentices in the building and construction trades occupations. Unions and Contractors will actively recruit RAPID graduates for entrance to and successful completion of SAC.

The RAPID model will contain, but not be limited, to the following elements:

- 8.1 A funding mechanism consisting of a Pre-Apprentice Training Program Fund that will be established and that will continue in full force and effect during the term of this Agreement. Sound Transit will make contributions in the sum of no less than five cents (\$.05) per hour worked by employees covered under this Agreement into said Fund. Said Fund will be administered by Sound Transit to compensate service providers involved in the RAPID program. A Fund Administration Committee consisting of representatives of labor, FAST and Sound Transit will be established to provide guidance to Sound Transit.
- 8.2 A tiered, integrated delivery system that will act as a pipeline for residents interested in a career in the building and construction trades and related transit project industries. The tiered system will be comprised on three levels that strive to provide the following services:
- (a) Entry Core Services – Individuals will enter the first tier and receive case management, an Individual Work Plan (IWP), career counseling, drug testing and rehabilitation, reinstatement of driver's license/transportation assistance, immigration assistance, child care, ex-offender's life skills training, English as a Second Language, paid stipends, problem solving skills, work ethics, mentoring, leadership development training, and work experience. Case managers will be given extensive training in the RAPID model.
 - (b) Apprenticeship Prep – Upon successful completion of the IWP, individuals will enter the second tier where they will receive placement in an approved pre-apprenticeship training program, industry specific training and education, work experience and

mentoring.

- (c) Apprenticeship – Individuals who successfully complete the Apprenticeship Prep tier will receive, but not be limited to, "Direct Entry" or "Special Consideration" into any SAC program where an articulation agreement has been developed in cooperation with that SAC approved program. Trade mentors will be assigned and continue to assist apprentices throughout their apprenticeships.

To the largest extent possible, the parties will utilize existing community-based organizations and resources in King, Snohomish, and Pierce Counties to provide services required to implement RAPID.

ARTICLE 9

HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

- 9.1 Work Week/Work Day. The standard work week for the Project will be five (5) consecutive days Monday-Friday. Eight (8) consecutive hours, between 6:00a.m. and 6:00p.m., shall constitute a work day. There will be an unpaid one half-hour lunch period during the shift. The Contractor may vary the Starting Time to take advantage of daylight hours, weather conditions, shifts, or traffic conditions.

An alternate four (4) day ten (10) hour shift may be elected by the Contractor and will be Monday-Thursday. The ten (10) hour work day may be scheduled between the hours of 6:00a.m. and 8:00p.m. Prior to changing a shift from 5x8 hours to 4x10 hours, a contractor must give at least five (5) calendar days advance notice to the employees.

Nothing herein shall be construed as guaranteeing any employee forty (40) hours of work per week.

- 9.2 Overtime. All hours worked in excess of eight (8) daily on a 5x8 hour schedule Monday-Friday, and all hours in excess of ten (10) hours daily on a 4x10 hour schedule Monday-Thursday shall be paid for at one and one-half times the straight time rate of pay. The first ten (10) hours scheduled on Friday and Saturday of a 4x10 hour work week, and the first ten (10) hours scheduled on Saturday of a 5x8 hour work week will be paid for at one and one-half times straight time rate of pay. All hours in excess of ten (10) hours on Friday and Saturday of a 4x10 hour work week, or ten (10) hours Saturday of a 5x8 hour work week and all hours on Sunday and holidays for either 5x8 or 4x10 work week shall be paid for at two times the straight time rate of pay. When computing overtime pay, overtime work performed shall be paid in one-quarter (1/4) hour periods, and fractional parts of such period shall count as one-quarter (1/4) hour.
- 9.3 Shifts. Shifts may be established for some or all crews when considered necessary by a Contractor. When three (3) shifts are worked, the first, or day shift shall be established on an (8) hour basis, the second shift shall be established on a seven and one-half (7 1/2) hour basis and the third shift shall be established on seven (7) hour basis. The pay for the second and third shifts shall be equivalent of eight (8) hours pay at the employee's regular hourly rate. If only 2 shifts are worked, the second shift will work 7 1/2 hours for 8 hours pay for a 5X8 shift or 9 1/2 hours for 10 hours pay for a 4X10 shift. There shall be no split shifts. Shifts may be staggered on a crew basis. Other shift provisions may be established on a pre-bid basis by mutual consent of the parties. When shift work is established, it must continue for a minimum of three (3) consecutive days. In the event that an employee's

shift is changed, the employee shall be offered a minimum of eight hours of rest before being required to work the following shift or will be paid applicable overtime for any hours worked for the following shift.

- 9.4 Recognized holidays shall be as follows: New Years Day, Martin Luther King Jr.'s Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. Work may be performed on Labor Day when conditions warrant, i.e., the preservation of life and/or property. In the event a holiday falls on Sunday, the following day, Monday, shall be observed as such holiday. In the event a holiday falls on Saturday, the preceding day, Friday, shall be observed as such holiday. Monday holidays shall be honored in keeping with Federal law. There shall be no paid holidays unless explicitly stipulated under a local collective bargaining agreement. If employees are required to work on a holiday, they shall receive the appropriate overtime rate.
- 9.5 Reporting Pay. Any employee who reports for work and for whom no work is provided shall receive two (2) hours pay provided the employee remains available for work. Any employee who reports for work and for whom work is provided shall be paid for actual time worked but not less than four (4) hours provided the employee remains available for work. Procedures for prior notification of work cancellation shall be determined at the pre-job conference.
- 9.6 Starting Time. The parties reaffirm their policy of a fair day's work for a fair day's wage. There shall be no pay for time not worked unless the employee is otherwise engaged at the direction of the Contractor. Employees shall be at their place of work at the Starting Time and shall remain at their place of work (as designated by the Contractor) performing their assigned functions until quitting time. The place of work shall be defined as the gang or tool box, or equipment at the employee's assigned work location or the place where the foreman gives instructions.
- 9.7 It will not be a violation of this PLA, when the Contractor considers it necessary to shut down work in whole or in part to avoid the possible loss of human life, because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the Contractor requests employees to stand by, the employees will be compensated for the "stand by time". In the event of any conflict, the appropriate local collective bargaining agreement shall apply.
- 9.8 In the event the Contractor deems it necessary, the parties agree to develop a mutually acceptable system(s) for employees checking in and out of the Project. This system, if necessitated, would be subject to the approval of the Committee.

ARTICLE 10

WAGES AND BENEFITS

- 10.1 In consideration of the mutual desires of the Contractor, Sound Transit and the Union that all construction work to proceed efficiently and economically, that the Project attract and retain an adequate supply of skilled workers, and that labor standards, wages and working conditions of the workers be protected, the parties agree that:

- (a) All employees covered by this Agreement shall be classified in accordance with work performed and paid the hourly wage rates for those classifications in compliance with the applicable prevailing rates as required by Chapter 39.12 of the Revised Code of Washington, as amended, and/or by the Davis-Bacon Act, 40 U.S.C. "276a et seq., whichever is greater. This requirement applies to laborers, workers and mechanics, employed by any Contractor at whatever tier, or by any other person who performs a portion of the work contemplated by this Agreement and which is covered by the terms hereof.
 - (b) The published prevailing hourly wage and fringe benefit rates set forth in the bid specifications for each contract in effect at the time of the bid shall remain in effect until the effective date of the Washington State prevailing rate adjustments published twice each year. Twice annually and effective on the date that the March and September adjustments are published and made effective for public works projects, the Contractor's wage rate(s) paid to its employees shall be adjusted to such newly published rate(s).
 - (c) The current prevailing wage rates as provided to Sound Transit by the Industrial Statistician of the Washington State Department of Labor and Industries and/or the U. S. Department of Labor, will be available from the Coordinator for review and are incorporated into this PLA as if set forth herein.
- 10.2 All Contractors shall make contributions in the amounts designated in the appropriate prevailing wage determination for fringe benefit contributions to each of the applicable Schedule A Funds and will make all employee-authorized deductions in the amounts designated. Such contributions shall be made in compliance with the applicable prevailing wage determination and shall be due and payable on the due date contained in the applicable Schedule A. Payment of cash in lieu of contributions shall not be permitted.
- (a) All Contractors adopt and agree to be bound by the written terms of the legally established trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Schedule A Funds. Such Contractors authorize the parties to such Funds to appoint Trustees and successor Trustees to administer the Funds and hereby ratify and accept the Trustees so appointed as if made by the Contractors. Copies of the trust agreements are available upon request.
- 10.3 Contractors of whatever tier shall make regular and timely contributions required by Section 2 of this Article in amounts required by this PLA and on the time schedule set forth in the appropriate Schedule A.
- 10.4 Delinquent trust payments shall be subject to the procedures outlined in Article 11, section 3.

ARTICLE 11

PAYDAY

- 11.1 All employees covered by this PLA shall be paid by payroll check, and shall be paid weekly no later than the end of shift Friday. No more than five (5) days wages may be withheld.
- 11.2 Lay-off is pay off. Any employee who is discharged or laid off shall be paid all accrued wages upon layoff or discharge.

11.3 Delinquent wage payment / Wage payments not compliant with Prevailing Wage and benefits:

The parties recognize that the timely payment of prevailing wages is key to a stable and productive work force. It is important that, in the unforeseen event of delinquent wage/benefit payments or payments below the prevailed wage, the parties will work to resolve the issues at the earliest possible time. The parties also recognize that such problems should be resolved, if possible, in a manner that keeps all the parties on the contract.

- **Notification:** In the case of delinquent wage/benefit payment, whether by non-payment or bad check, the prime contractor, sub-contractor, appropriate craft trades union, Joint Co-chairs of the Joint Administrative Committee, and representative of the owner (Construction Manager/Resident Engineer) shall be notified immediately. These parties shall meet within two working days of notification to address the wage/benefit delinquency issues.
- **Joint Check:** Upon notification, arrangements shall commence for payroll/benefit payment to be covered by jointly issued check in the next payroll/benefit payment period. Extended utilization of the joint check protocol will be determined as part of the "Corrective Action Plan".
- **Corrective Action Plan:** The meeting of the parties indicated above will yield a mutually agreed upon "corrective action plan" to avoid any further delinquency of wage/benefit payments. This corrective action plan shall be submitted to the Joint Administrative Committee for review and acceptance. The corrective action plan shall include the time period for which the corrective action will remain in effect.

11.4 **Penalty:** A penalty of 4 hours taxable, straight time pay for each 24 hour period or portion thereof (Saturdays and Sundays included) following the day in which the payroll became delinquent, shall be paid in addition to all wages due to the employee based upon when settlement is made up to, but not exceeding 2 weeks. Penalty payment may be made by jointly issued check.

ARTICLE 12

MANAGEMENT RIGHTS

- 12.1 The Contractor retains full and exclusive authority for the management of its operations required to perform its work under the contract documents of any Project to which this PLA applies. The Contractor shall direct its working forces at its sole prerogative, including, but not limited to, promotion, transfer, lay-off or discharge for just cause. Subject to the Grievance procedure contained in Article 17 of this PLA, the Contractor shall have the right to terminate any construction employee who in its opinion fails to satisfactorily, competently, professionally and diligently perform their assigned work, and to refuse to rehire such individual. All foremen and superintendents shall have the authority and responsibility to terminate any construction employee working under their supervision who fails to satisfactorily competently and diligently perform their assigned duties. No rules, customs, or practices shall be permitted or observed which limit or restrict

production, or limit or restrict the working efforts of employees. Sound Transit and the Contractor may, in their sole discretion, utilize the most efficient method or techniques of project delivery, design, construction means and methods, tools, or other labor-saving devices.

- 12.2 Upon referral or dispatch from applicable Union, "turnaround" or refusal of any worker by the Contractors, requires a written explanation that shall be communicated to the Coordinator, Union, FAST and Contractor within 48 hours.
- 12.3 The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth. Sound Transit and the Contractor, therefore, retains all legal rights not specifically covered by this PLA.
- 12.4 Except as otherwise expressly stated in this PLA, there shall be no limitation or restriction upon Sound Transit's or the Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and installation of equipment, machinery, package units, pre-casts, pre-fabricated, pre-finished, or pre-assembled materials, tools, or other labor-saving devices, consistent with the contract documents for any Project to which this PLA applies. Sound Transit and the Contractor may without restriction install or otherwise use materials, supplies or equipment regardless of their source and in accordance with Washington State prevailing wage laws. The on-site installation or application of such items shall be generally performed by the craft having jurisdiction over such work; provided, however, it is recognized that other personnel having special talents or qualifications may participate in the installation, check-off or testing of specialized or unusual equipment.

ARTICLE 13

SUBCONTRACTING

- 13.1 The Contractor(s) agrees that neither it nor any of its subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation who is, or agrees to become party to, this PLA. Any Contractor or Subcontractor working on the Project shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this PLA.

ARTICLE 14

GENERAL WORK RULES

- 14.1 Slowdowns, standby crews and featherbedding practices will not be tolerated.
- 14.2 Sound Transit may establish reasonable project rules that will be uniformly applied and adhered to by all Contractors, Subcontractors and the Unions. These rules will be provided by the Coordinator to all Contractors and Subcontractors at the pre-job conference and available in writing to their employees. They may be amended thereafter as necessary by the Committee as described in Article 5 of the PLA.

- 14.3 Security procedures for control of tools, equipment and materials are the responsibility of the Contractor. Employees having any company property or the property of another employee in their possession without authorization are subject to immediate discharge. The Contractor will be responsible for the establishment of reasonable security measures for the protection of personal, company and Sound Transit property.
- 14.4 There shall be no restrictions on the use of any tools by any qualified employee in any emergency situation endangering life, limb or property; or on the use of any tools or equipment for the performance of work within the jurisdiction, provided the employee can safely use the tools and/or the equipment involved.
- 14.5 The selection of craft foreman and general foreman and the number of same required shall be entirely the responsibility of the Contractor, it being understood that in the selection of such individuals the Contractor will give primary consideration to the qualified individuals available in the local area. If none are available, the Contractor is free to pick foremen/general foremen from out of the area.
- 14.6 The Contractor shall have the sole and exclusive right to assign specific employees and/or crews to perform overtime work when such overtime work is necessary to accomplish the job.
- 14.7 The Contractor(s) shall provide a convenient and sanitary supply of drinking water, cooled in the summer months, and sanitary drinking cups.
- 14.8 The Contractor(s) shall provide adequate sanitary toilet facilities, water, and clean up facilities for the employees.
- 14.9 The Contractor(s) shall provide a safe place for storage of tools and facilities ventilated, lighted and heated for changing clothes.
- 14.10 All required safety equipment will be provided by the Contractor(s).
- 14.11 Parking will be provided at the jobsite. If parking is not available at the jobsite, compensation in accordance with determinations issued by the Washington State Department of Labor and Industries will be required, (Attachment H).

ARTICLE 15

WORK STOPPAGES AND LOCKOUTS

- 15.1 During the term of this Agreement there shall be no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the Union, its applicable Local Union or by any employee, and there shall be no lockout by the Contractor. Failure of any Union, Local Union or employee to cross any picket line established at the Project site is a violation of this Article.
- 15.2 The Union and its applicable Local Union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Contractor'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.

- 15.3 Neither the Union nor its applicable Local Union shall be liable for acts of employees for whom it has no responsibility. The International Union General President or Presidents will immediately instruct, order and use the best efforts of his office to cause the Local Union or Unions to cease any violations of this Article. An International Union complying with this obligation shall not be liable for unauthorized acts of its Local Union. The principal officer or officers of a Local Union will immediately instruct, order and use the best efforts of his office to cause the employees the Local Union represents to cease any violations of this Article. A Local Union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.
- 15.4 In the event of any work stoppage, strike, picketing or other disruptive activity in violation of this Article, the Contractor may suspend all or any portion of the Project work affected by such activity at the Contractor's discretion and without penalty.
- 15.5 There shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity affecting the Project site during the duration of this PLA. Any Union or Local Union which initiates or participates in a work stoppage in violation of this Article, or which recognizes or supports the work stoppage of another Union or Local Union which is in violation of this Article, agrees as a remedy for said violation, to pay liquidated damages in accordance with Section 6 of this Article.
- 15.6 In Lieu of, or in addition to, any other action at law or equity, any party may institute the following procedure when a breach of this Article is alleged, after the Union(s) or Local Union(s) has been notified of the fact.
 - (a) The party invoking this procedure shall notify Michael Beck, who the parties agree shall be the permanent Arbitrator under this procedure. In the event that the permanent Arbitrator is unavailable at any time, he or she shall appoint an alternate. Notice to the Arbitrator shall be by the most expeditious means available, with notice by facsimile, telegram or any other effective written means, to the party alleged to be in violation and the International Union President and/or Local Union.
 - (b) Upon receipt of said notice, the Arbitrator named above shall set and hold a hearing within twenty-four (24) hours if it is contended the violation still exists.
 - (c) The Arbitrator shall notify the parties by facsimile, telegram or any other effective written means, of the place and time he or she has chosen for this hearing. Said hearing shall be completed in one 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.
 - (d) The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The award shall be issued in writing within three (3) hours after the end of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of the award. The Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or

registered mail upon issuance.

- (e) Such award may be enforced by any court of competent jurisdiction upon the filing of this PLA and all other relevant documents referred to herein above in the following manner. Facsimile or expedited mail or personal service of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's award as issued under Section 6 of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The 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 by registered mail.
 - (f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance therewith, are hereby waived by parties to whom they accrue.
 - (g) The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.
 - (h) If the Arbitrator determines that a work stoppage has occurred in accordance with Section 15.6 d above, the Union(s) and its applicable Local Union shall, within eight (8) hours of receipt of the Award, direct all the employees they represent on the Project to immediately return to work. If the trade involved does not return to work by the beginning of the next regularly scheduled shift following receipt of the Arbitrator's Award, and the Union(s) or its applicable Local Union Have not complied with Section 15.3 of this Article, then the Union and/or Local Union shall pay the sum of ten thousand dollars (\$10,000.00) as liquidated damages to Sound Transit, and shall pay an additional ten thousand dollars (\$10,000.00) per shift for each shift thereafter on which the trade has not returned to work. The Arbitrator shall retain jurisdiction to determine compliance with this Section and Article.
- 15.7 The procedures contained in Section 15.6 through 15.6 h shall be applicable to violations of this Article. Disputes alleging violation of any other provision of this PLA, including any underlying disputes alleged to be in justification, explanation or mitigation of any violation of this Article, shall be resolved under the grievance adjudication procedures of Article 17 Grievance Procedure.
- 15.8 Sound Transit is a party of interest in all proceedings arising under this Article and Articles 16 and 17 and shall be sent copies of all notifications required under these Articles and, at its option, may initiate or participate as a full party in any proceeding initiated under this Article.

ARTICLE 16

JURISDICTIONAL DISPUTES

- 16.1 The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the Plan) or any successor Plan (Attachment F).
- 16.2 All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employees, parties to this PLA, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this PLA.
- (a) Where the work in dispute is not traditional building and construction work, or is claimed by any of the parties to the dispute not to be traditional building and construction work, and a difference exists among the parties as to the appropriate procedure with jurisdiction to resolve the dispute, the dispute will be settled in accordance with the following procedure. If the dispute is not resolved among the parties within seven (7) working days, the dispute shall be referred, within five (5) working days thereafter, by any one of the Unions or the involved Contractor to the International Unions with which the disputing Unions are affiliated. The International Unions and the involved Contractor shall meet promptly to resolve the dispute. Any resolution shall be reduced to writing and signed by representatives of the involved Contractor and the International Unions.
- (b) In the event that the respective International Unions of the disputing Local Unions and the involved Contractor are unable to resolve the dispute within fifteen (15) calendar days from the date of referral, the dispute shall be referred by any of the interested parties to Dr. John Dunlop or a mutually agreed upon successor, who the parties agree shall be the permanent arbitrator under this Article to hear and decide issues arising from the work assignment that is the basis of the dispute. The parties agree that the arbitrator shall, within twenty (20) calendar days of such referral, conduct a hearing and render a determination of the dispute.
- 16.3 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractors assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.
- 16.4 Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council prior to commencing work. The Coordinator and Sound Transit will be advised in advance of all such conferences and may participate if they wish.
- 16.5 Any award or resolution made pursuant to this procedure, shall be final and binding on the disputing Unions and the involved Contractor under this PLA only, and may be enforced in any court of competent jurisdiction in accordance with the Plan. Such award or resolution shall not establish a precedent on any construction work not covered by this PLA. In all disputes under this Article, Sound Transit shall be considered a party in interest.

ARTICLE 17

GRIEVANCE PROCEDURE

- 17.1 This PLA is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.
- 17.2 The Contractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.
- 17.3 Any question or dispute arising out of and during the term of this PLA (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following steps:
- (a) Step 1-When any employee subject to the provisions of this PLA feels they have been aggrieved by a violation of this PLA, through their 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 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 at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the PLA alleged to have been violated.
- Should the Local Union(s) or any Contractor(s) have a dispute with the other party and , if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.
- (b) Step 2-The International Union Representative and the involved Contractor(s) shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

- (c) Step 3-If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to either Michael Beck, Kenneth McCaffree or Gary Axon the mutually agreed upon Arbitrators for this Article. 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(s) and the involved Local Union(s).

Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented, and shall not have authority to change, amend, add to or detract from any of the provisions of this PLA.

- 17.4 Sound Transit and/or the Coordinator 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 18

NON-DISCRIMINATION

- 18.1 The Parties agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, creed, national origin, age, marital status or physical or mental disability in any manner prohibited by law or regulation. The parties further agree to cooperate to the fullest extent possible to achieve the Intent and purpose of the applicable regulations of the Civil Rights act of 1964. Any complaints regarding the application of this provision shall be brought to the immediate attention of the Committee, the involved Contractor, Union or the Coordinator for consideration and resolution. The Committee has the right to review alleged patterns of discrimination and to take remedial action.
- 18.2 It is recognized that special procedures may be established by joint agreement of the parties to this PLA for the hiring, employment, training, promotion, transfer or termination of persons who have not previously qualified to be employed on construction projects of the type covered by this PLA. The parties agree that they will make all good faith efforts to assist in the proper implementation of such orders, regulations or agreements for the general benefit of the residents of the Puget Sound region.
- 18.3 It is recognized that the Parties to this PLA are committed to advancing the utilization of business enterprises owned and/or controlled by disabled persons, people of color and/or women. The parties shall jointly endeavor to assure that these commitments are fully met and that any provisions of this PLA which may appear to interfere with any disabled person, person of color or woman owned business enterprise successfully bidding for work within the scope of this PLA shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the parties, to assure full compliance with the spirit and the letter of the Parties commitments and all applicable Federal, State and Local rules and regulations relating to employment and utilization of disabled persons, people of color and/or women owned businesses.

ARTICLE 19

SAFETY, ENVIRONMENTAL AND HEALTH

- 19.1 It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with any safety rules established by Sound Transit, or the Contractor, and in accordance with applicable Federal or State laws including, but not limited to OSHA, WISHA, and IMSHA.
- 19.2 The employees shall be bound by the safety, security and site access rules established by Sound Transit or the Contractor for the project. These rules will be published and given to each employee as part of their new-hire orientation, as well as posted throughout the project. Violators of these rules will be subject to termination for cause. If justifiably discharged for the above reason, the employee shall not be eligible for rehire on the project for a period of not less than ninety (90) days.
- 19.3 Sound Transit reserves the right to utilize a site-access drug and alcohol testing program, Attachment G, and require all Contractors and their employees to comply with the same. Prior to implementing any such program, the Committee reserves the right to review and comment on the established program.

ARTICLE 20

SAVINGS CLAUSE

- 20.1 If any Article or provision of this PLA shall be declared invalid, inoperative or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the Federal or any State government, the Contractor and the Union(s) shall suspend the operation of such Article or provision during the period of its invalidity, and the matter shall be referred to the Committee for consideration and resolution by substituting an Article or provision which will meet the objectives to its validity and which will be in accord with the intent and purpose of the Article or provision in question.
- 20.2 If any Article or provision of this PLA shall be held invalid, inoperative or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this PLA or the application of such Article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

ARTICLE 21

DURATION OF PLA

- 21.1 The PLA shall be effective on the date approved by the Sound Transit Board of Directors, and shall continue in full effect for the duration of the Project construction work as described in Article 2.1 of this PLA.
- 21.2 The PLA shall have no further force or effect on a particular contract for work, or portions of work, to which this PLA applies, once the work has, or portions of the work have, been designated by Sound Transit as being Substantially Complete, except to the extent that "punch list work" remains to be done. "Substantial Completion" is defined as the time at which the work (or a specified part) has progressed to the point where it is sufficiently complete, in accordance with the Contract Documents, so that the work (or specified part) can be utilized for the purposes for which it is intended. The PLA will apply to the performance of any "punch list work" until such time as a Notice of Acceptance or Final Acceptance has been issued, whichever comes first.

In witness whereof, the parties have caused this PLA to be executed and effective as of the day and year first above written:

For Sound Transit:

Daniel O'Connell

Robert Wahl

Alec Stephens

For the Union:

Alan S. Derr
Washington State Building & Construction Trades Council, Alan S. Derr

Jack Gichrist
Spokane/King County Building & Construction Trades Council, Jack Gichrist

Steve Koch
Northwest Wash. County Building & Construction Trades Council, Steve Koch

John H. Meier
Pierce County WA Building & Construction Trades Council, John H. Meier

Ted Bossavich
Asbestos Workers Local #7, Ted Bossavich

Ed Eisenberger
Boilermakers Local #502, Ed Eisenberger

Dave Strydom
Bricklayers & Allied Crafts Local #1, Dave Strydom

John Steffens
Pacific Northwest Regional Council of Carpenters, John Steffens

Roger Bettelman
Cement Masons Local #528, Roger Bettelman

Gyndolym Lee
IBEW Local #46, Gyndolym Lee

Mye Grünwald
IBEW #66, Mye Grünwald

Mitt Foster
IBEW Local #191, Mitt Foster

Jim Bender
Elevator Constructors Local #13, Jim Bender

Doug Gochner
Ironworkers Local #86, Doug Gochner

Gary Hix
Joiners Local #242, Gary Hix

Tom Freudenstein
Laborers Local #252, Tom Freudenstein

Dan O'Leary
Laborers Local #292, Dan O'Leary

Gary Gune
Laborers Local #252, Gary Gune

INTERNATIONAL SIGNED FOR UNION

Cyde Wilson
Operating Engineers Local #12, Cyde Wilson

INTERNATIONAL SIGNED FOR UNION

Gordon Howley
Operating Engineers Local #612, Gordon Howley

Bob Matson
Painters District Council #5, Bob Matson

Alex Anderson
Painters Local #77, Alex Anderson

Jim Joss
Plumbers & Pipefitters Local #32, Jim Joss

Larry O'Leary
Plumbers & Pipefitters Local #82, Larry O'Leary

Philip Wets
Plumbers & Pipefitters Local #255, Philip Wets

Paul Blask
Roofers Local #54, Paul Blask

Mark Martinez
Roofers Local #123, Mark Martinez

Sean Mahoney
Sheet Metal Workers Local #66, Sean Mahoney

INTERNATIONAL SIGNED FOR UNION

Bob Masogawa
Teamsters Local #174, Bob Masogawa

INTERNATIONAL SIGNED FOR UNION

Jim Joss
Teamsters Local #113

INTERNATIONAL SIGNED FOR UNION

Rod Mendenhall
Teamsters Local #38, Rod Mendenhall

In witness whereof, the parties have caused this Agreement to be executed and effective as of the day and year first above written:

For the Union (continued):
Daniel Timothy
IBEW Local 77 Dave Timothy, Business Manager
Rick Hites *Alan A Phillips*
IBEW Local 482 Rick Hites, Business Manager ASSISTANT B.M.

Sounder Commuter and Link
Light Rail Projects
PLA # 740-99

Affiliated International Unions

International Association of Heat and Frost
Insulators and Asbestos Workers

By: William G. Bernard
William G. Bernard

International Union of Elevator Constructors

By: James A. Sullivan
James A. Sullivan
Active Member

International Union of Bricklayers and
Allied Craftworkers

By: John J. Flynn
John J. Flynn

United Union of Roofers, Waterproofers and
Allied Workers

By: Earl J. Krue
Earl J. Krue

International Brotherhood of Electrical
Workers

By: John E. Barry
John E. Barry

International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths, Forgers
and Helpers

By: Charles E. Watts
Charles E. Watts

International Association of Bridge,
Structural and Ornamental Iron Workers

By: Jake West
Jake West

United Brotherhood of Carpenters and
Joiners of America

By: Douglas J. McCarron
Douglas J. McCarron

International Union of Operating Engineers

By: Frank Harley
Frank Harley

Operative Plasterers' and Cement Masons'
International Association of the United
States of America

By: John J. Dougherty
John J. Dougherty

Edward C. Sullivan
Edward C. Sullivan

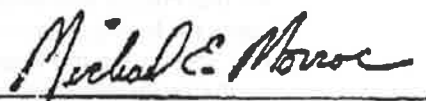
President, Building & Construction Trades Department
Original signatures on file with the National Building and Construction Trades
Department

Sounder Commuter and Link
Light Rail Projects
PLA # 740-99

International Brotherhood of Teamsters

By: 
James P. Hoffa

International Union of Painters and Allied
Trades

By: 
Michael E. Monroe


Sheet Metal Workers' International
Association

By: 
Michael J. Sullivan

United Association of Journeymen and
Apprentices of the Plumbing and Pipe
Fitting Industry of the United States and
Canada

By: 
Martin J. Maddaloni

Laborers' International Union of North
America

By: 
Terence O'Sullivan

Original signatures on file with the National Building and Construction Trades
Department

SCHEDULE A-Prevailing Wage/Fringe Rates

Craft

BOILERMAKERS

Journey Level

BRICK AND MARBLE MASONS

Journey Level

CARPENTERS

Acoustical Worker

Carpenter

Creosoted Material

Drywall Applicator

Floor Finisher

Floor Layer

Floor Sander

Millwright and Machine Erectors

Piledrivers, Bridge, Dock & Warf Carpenters

Piledrivers, Driving, Pulling, Placing Collars and Welding

Sawfiler

Shingler

Stationary Power Saw Operator

Stationary Woodworking Tools

CEMENT MASONS

Journey Level

DIVERS & TENDERS

Diver

Diver Tender

DRYWALL TAPERS

Journey Level

ELECTRICIANS-INSIDE

Cable Splicer

Cable Splicer (Tunnel)

Certified Welder

Certified Welder (Tunnel)

Construction Stock Person

Journey Level

Journey Level (Tunnel)

Lead Covered Cable Splicer

Note: The Coordinator is responsible for obtaining the current prevailing wage rate, including the breakdown for fringe benefits and publishing wage/fringe rate sheets for each individual County for all Contractors. Additionally the Coordinator is responsible for obtaining and publishing all changes to the prevailing wage/fringe rates for this Project and listing the due dates for trust payments. Listed in this Section are the known existing craft classifications for construction work on the Sound Transit Project including, King, Snohomish, and Pierce Counties.

Craft

ELECTRICIANS-POWERLINE CONSTRUCTION

Cable Splicer
Certified Line Welder
Groundperson
Head Groundperson
Heavy Line Equipment Operator
Jackhammer Operator
Journey Level Lineperson
Line Equipment Operator
Pole Sprayer
Powderperson

ELEVATOR CONSTRUCTORS

Constructor
Mechanic
Mechanic in Charge
Probationary Constructor

FLAGGERS

Journey Level

GLAZIERS

Journey Level

HEAT & FROST INSULATORS AND ASBESTOS WRK.

Mechanic

IRONWORKERS

Journey Level

LABORERS

Asphalt Raker
Ballast Regulator Machine
Batch Weighman
Carpenter Tender
Cassion Worker
Cement Dumper/Paving
Cement Finisher Tender
Chipping Gun (Over 30 lbs.)
Chipping Gun (Under 30 lbs.)
Chuck Tender
Clean-up Laborer
Concrete Form Stripper
Concrete Saw Operator
Crusher Feeder
Curing Laborer
Demolition, Wrecking & Moving (Including Charred Materials)
Ditch Digger
Diver
Drill Operator (Hydraulic, Diamond)
Drill Operator, Airtrac

Craft

LABORERS CONTINUED

Dumpman
Faller/Bucker, Chainsaw
Final Detail Cleanup (i.e. dusting, vacuuming, window cleaning;
NOT construction debris cleanup)
Fine Graders
Fire Watch
Form Setter
Gabion Basket Builder
General Laborer
Grade Checker & Transit Person
Grinders
Grout Machine Tender
Hazardous Waste Worker Level A
Hazardous Waste Worker Level B
Hazardous Waste Worker Level C
High Scaler
Hod Carrier/Mortarman
Jackhammer
Laser Beam Operator
Miner
Nozzleman, Concrete Pump, green Cutter when using High Pressure Air
& Water on Concrete & Rock, Sandblast, Gunit, Shotcrete, Water Blaster
Pavement Breaker
Pilot Car
Pipe Reliner (Not Insert Type)
Pipelayer & Caulker
Pipelayer & Caulker (Lead)
Pipewrapper
Pot Tender
Powderman
Powderman Helper
Powerjacks
Railroad Spike Puller (Power)
Re-Timberman
Riprap Man
Signalman
Sloper Sprayman
Spreader (Clay Power or Similar Types)
Spreader (Concrete)
Stake Hopper
Stockpiler
Tamper & Similar Electric, Air & Gas
Tamper (Multiple & Self-Propelled)
Toolroom Man (At Jobsite)
Topper-Tailer
Track Laborer
Track Liner (Power)
Tugger Operator
Vibrating Screed (Air, Gas, or Electric)
Vibrator
Welder

Craft

LABORERS CONTINUED

Well-Point Laborer

LABORERS-UNDERGROUND SEWER & WATER

General Laborer

Pipe Layer

PAINTERS

Journey Level

PLASTERERS

Journey Level

PLUMBERS & PIPEFITTERS

Journey Level

POWER EQUIPMENT OPERATORS

Assistant Engineers

Backhoe, Excavator, Shovel (3 YD & Under)

Backhoe, Excavator, Shovel (Over 3 YD & Under 6 YD)

Backhoe, Excavator, Shovel (6 YD and Over with Att.)

Backhoes, (75 HP & Under)

Backhoes, (Over 75 HP)

Barrier Machine (Zipper)

Batch Plant Operator, Concrete

Belt Loaders (Elevating Type)

Bobcat

Brooms

Bump Cutter

Cableways

Chipper

Compressors

Concrete Finish Machine-Laser Screed

Concrete Pump-Truck Mount with Boom Attachment

Concrete Pumps

Conveyors

Cranes, Thru 19 Tons, with Attachments

Cranes, 20-44 Tons, with Attachments

Cranes, 45-99 Tons, Under 150FT of Boom (Including JIB with Attachments)

Cranes, 100-199 Tons, Under 150FT of Boom (Including JIB with Attachments)

Cranes, 200-300 Tons, Under 250FT of Boom (Including JIB with Attachments)

Cranes, A-Frame, 10 Ton and Under

Cranes, A-Frame, Over 10 Ton

Cranes, Over 300 Tons, or 300 FT of Boom (Including JIB with Attachments)

Cranes, Overhead, Bridge Type (20-44 Tons)

Cranes, Overhead, Bridge Type (45-99 Tons)

Cranes, Overhead, Bridge Type (100 Tons & Over)

Craft

POWER EQUIPMENT OPERATORS CONTINUED

Cranes, Tower Crane up to 175FT in Height, Base to Boom
Cranes, Tower Crane over 175FT in Height, Base to Boom
Crushers
Deck Engineer/Deck Winches (Power)
Derrick, Building
Dozers, D-9 & Under
Drill Oilers-Auger Type, Truck or Crane Mount
Drilling Machine
Elevator and Manlift, Permanent and Shaft-Type
Equipment Service Engineer (Oiler)
Finishing Machine/Bidwell Gamaco and Similar Equipment
Fork Lifts (3000 lbs and over)
Fork Lifts (Under 3000 lbs)
Grade Engineer
Gradechecker and Stakeman
Hoists, Outside (Elevators and Manlifts), Air Tuggers
Horizontal/Directional Drill Locator
Horizontal/Directional Drill Operator
Hydralifts/Boom Trucks (10 Ton and Under)
Hydralifts/Boom Trucks (Over 10 Ton)
Loaders, Overhead (6 YD Up to 8 YD)
Loaders, Overhead (8 YD & Over)
Loaders, Overhead (Under 6 YD) Plant Feed
Locomotives, All
Mechanics, All
Mixers, Asphalt Plant
Motor Patrol Grader (Finishing)
Motor Patrol Grader (Non-Finishing)
Mucking Machine, Mole, Tunnel Drill And/or Shield
Oil Distributors, Blower Dist. and Mulch Seeding Operators
Pavement Breaker
Piledriver (Other than Crane Mount)
Plant Oiler (Asphalt Crusher)
Posthole Digger, Mechanical
Power Plant
Pumps, Water
Quad 9, D-10, and HD-41
Remote Control Operator, Rubber Tired Earth Moving Equip.
Rigger and Bellman
Rollagon
Roller, Other than Plant Road Mix
Rollers, Plantmix or Multilift Materials
Roto-Mill, Roto-Grinder
Saws, Concrete
Scrapers, Concrete and Carry All
Scrapers, Self-Propelled (Under 45 YD)
Scrapers, Self-Propelled (45 YD and Over)
Screed Man
Shotcrete Gunite
Slipform Pavers

Craft

POWER EQUIPMENT OPERATORS CONTINUED

Spreader, Topside Operator-Blaw Knox
Subgrade Trimmer
Tractors (75 HP & Under)
Tractors (Over 75 HP)
Transfer Material Service Machine
Transporters, All Track or Truck Type
Trenching Machines
Truck Crane Oiler/Driver (Under 100 Tons)
Truck Crane Oiler/Driver (100 Tons & Over)
Wheel Tractors, Farmall Type
Yo Yo Pay Dozer

ROOFERS

Journey Level
Using Irritable Bituminous Materials

SHEET METAL WORKERS

Journey Level

SIGN MAKERS & INSTALLERS-ELECTRICAL

Journey Level
Stock Person

SIGN MAKERS & INSTALLERS-NON-ELECTRICAL

Construction
Construction "B"
Journey Level
Production Silk Screener
Shop Person
Sign Hanger
Sign Painter
Silk Screener

SOFT FLOOR LAYERS

Journey Level

SPRINKLER FITTERS (FIRE PROTECTION)

Journey Level

SURVEYORS

Chain Person
Instrument Person
Party Chief

TERRAZZO WORKERS & TILE SETTERS

Journey Level

TILE, MARBLE & TERRAZZO FINISHERS

Finisher

TRUCK DRIVERS

- Dump Truck
- Dump Truck & Trailer
- Other Trucks
- Transit Mixer

Craft

ATTACHMENT A

AUTHORIZATION FOR PAYROLL DEDUCTION

I hereby authorize my employer and/or Sound Transit to withhold monthly dues and/or representation fees and to forward those funds to my exclusive bargaining representative, Local Union No. _____, AFL-CIO. I understand that this authorization will go into effect within 30 days of receipt. I also understand it will take 30 days on receipt of written notification to terminate this authorization.

Date: _____

Print Name: _____

Social Security Number: _____

Signature: _____

ATTACHMENT B

SHEET METAL

LETTER OF UNDERSTANDING RE: PREFABRICATION -

(Date)

Mr. Sean Mahoney
Sheet Metal Workers, Local 66
(address)

Re: Sound Transit, Project Labor Agreement, Article 12, Management Rights

Dear Mr. Mahoney:

This letter will confirm the discussions we had during the captioned Project Labor Agreement and the clarifications we made concerning the application of Article 12, Management Rights, of the Agreement. Consistent with the provisions of that Article, the on-site fabrication and installation of duct and ductwork components which are traditionally the work of SMWIA members will continue to be recognized as such.

As you know from the discussions in negotiations, if done off-site, this work will be performed in the Puget Sound Area and in the shops or at off-site assembly yards employing workers whose terms and conditions of employment equal or exceed those established in the area under the prevailing wage laws for employees represented by the Sheet Metal Workers, unless such work is performed otherwise pursuant to the provisions of this letter.

The Sheet Metal Workers recognize that the timely completion of this Project is vital to Sound Transit and the Community it is intended to serve. Therefore, if the nature of the work, the project schedule, or the contracting circumstances make it necessary to obtain fabrication outside the region or under conditions different than those described above, the Sheet Metal Workers agree to cooperate in accommodating the reasonable needs of the Project. The Contractor and the Union agree to discuss such circumstances affecting off-site fabrication contracting purchases where an accommodation is sought and any reasons making it necessary to depart from the conditions set forth above. The Sheet Metal Workers will not unreasonably withhold its consent to such accommodations and Local 66 agrees to install on-site any components fabricated pursuant to the terms of this letter without limitation. The parties will make every effort to keep an open channel of communication to ensure that both parties are fully informed of the facts affecting the substance of this letter.

If you agree this letter accurately sets forth the substance of our understanding and provides the basis for resolving any questions concerning the interpretation and application of Article 12 of the PLA. Please indicate your acceptance in the space provided below.

Signed:

By:  (for Sound Transit)

By:  Sean Mahoney, Local 66

ATTACHMENT C

UNITED ASSOCIATION

LETTER OF UNDERSTANDING RE: PREFABRICATION

(Date)

Mr. James Moss, Business Manager, UA Local 32, Seattle, Washington
Mr. Larry Overly, Business Manager, UA Local 82, Tacoma, Washington
Mr. Phillip D. Wells, Business Manager, UA Local 265, Everett, Washington

Re: Sound Transit, Project Labor Agreement, Article 12, Management Rights

Dear Mr. Moss, Overly and Wells:


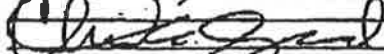

This letter will confirm the discussions we had during the captioned Project Labor Agreement and the clarifications we made concerning the application of Article 12, Management Rights, of the Agreement. Consistent with the provisions of that Article, the on-site fabrication and installation of pipe and pipe formations between manufactured components which are traditionally the work of UA members will continue to be recognized as such.

As you know from the discussions in negotiations, if done off-site, this work will be performed in the Puget Sound Area and in the shops or at off-site assembly yards employing workers whose terms and conditions of employment equal or exceed those established in the area under the prevailing wage laws for employees represented by the United Association, unless such work is performed otherwise pursuant to the provisions of this letter.

The United Association recognizes that the timely completion of this project is vital to Sound Transit and the Community it is intended to serve. Therefore, if the nature of the work, the project schedule, or the contracting circumstances make it necessary to obtain fabrication outside the region or under conditions different than those described above, the United Association agrees to cooperate in accommodating the reasonable needs of the Project. The Contractor and the Union agree to discuss such circumstances affecting off-site fabrication contracting purchases where an accommodation is sought and any reasons making it necessary to depart from the conditions set forth above. If it is necessary to vary from the terms of the Agreement to accommodate the needs of the Project, due consideration will be given to United Association Union Label Fabrication shops that may employ workers whose terms and conditions of employment do not equal or exceed those established in the area under the prevailing wage laws for employees represented by the United Association. The United Association will not unreasonably withhold its consent to such accommodations and Locals 32, 82 and 265 agree to install on-site any components fabricated pursuant to the terms of this letter without limitation. The parties will make every effort to keep an open channel of communication to ensure that both parties are fully informed of the facts affecting the substance of this letter.

If you agree this letter accurately sets forth the substance of our understanding and provides the basis for resolving any questions concerning the interpretation and application of Article 12 of the PLA. Please indicate your acceptance in the space provided below.

Signed: **INTERNATIONAL SIGNED FOR ALL THREE UNIONS, LOCALS 32, 82, AND 2**

By: 	(for Sound Transit)
By: 	James Moss, UA Local 32
By: 	Larry Overly, UA Local 82
By: _____	Phillip D. Wells, UA Local 265

ATTACHMENT D

IBEW

LETTER OF UNDERSTANDING RE: PREFABRICATION

(Date)

Ms. Gwendolyn Lee, IBEW Local 46
Mr. Mike Grunwald, IBEW Local 76
Mr. Milt Foster, IBEW Local 191

Re: Sound Transit, Project Labor Agreement, Article 12, Management Rights

Dear Ms. Lee; Mr. Grunwald & Mr. Foster:

This letter will confirm the discussions we had during the captioned Project Labor Agreement and the clarifications we made concerning the application of Article 12, Management Rights, of the Agreement. Consistent with the provisions of that Article, the on-site fabrication and installation of electrical components which are traditionally the work of members of IBEW Locals 46, 76 & 191 (IBEW) will continue to be recognized as such.

As you know from the discussions in negotiations, if done off-site, this work will be performed in the Puget Sound Area and in the shops or at off-site assembly yards employing workers whose terms and conditions of employment equal or exceed those established in the area under the prevailing wage laws for employees represented by the IBEW, unless such work is performed otherwise pursuant to the provisions of this letter.

The IBEW recognizes that the timely completion of this Project is vital to Sound Transit and the Community it is intended to serve. Therefore, if the nature of the work, the project schedule, or the contracting circumstances make it necessary to obtain fabrication outside the region or under conditions different than those described above, the IBEW agrees to cooperate in accommodating the reasonable needs of the Project. The Contractor and the Union agree to discuss such circumstances affecting off-site fabrication contracting purchases where an accommodation is sought and any reasons making it necessary to depart from the conditions set forth above. The IBEW will not unreasonably withhold its consent to such accommodations and the IBEW agrees to install on-site any components fabricated pursuant to the terms of this letter without limitation. The parties will make every effort to keep an open channel of communication to ensure that both parties are fully informed of the facts affecting the substance of this letter.

If you agree this letter accurately sets forth the substance of our understanding and provides the basis for resolving any questions concerning the interpretation and application of Article 12 of the PLA. Please indicate your acceptance in the space below.

Signed:

By: (for Sound Transit)

By: Gwendolyn Lee, IBEW Local 46

By: Mike Grunwald, IBEW Local 76

By: Milt Foster, IBEW Local 191

ATTACHMENT E

TUNNEL PROVISIONS

Except as noted below, the terms, conditions of employment, wage rates and fringe benefits of the Sound Transit PLA apply to underground tunnel work:

Change House-The individual employer shall establish and maintain a change house within reasonable distance of each portal, adit or shaft which shall include separate shower rooms, toilet facilities, lockers and heating; and drying facilities for both men and women workers in sufficient numbers to support the amount of workers in each crew.

Bull Gangs-When required to support tunnel construction operations, special shifts maybe established by the Contractor for tunnel "Bull Gangs". The Contractor will provide adequate notice to the Committee as well as the employees when a special shift is required for "Bull Gang" work.

Lunch Provisions –

Section 1. Employees shall not be required to work more than five (5) hours from the start of the shift without at least a one-half (1/2) hour break for lunch. This lunch period shall not begin earlier than three and one-half (3 1/2) hours after the start of the shift. If they are required to work past five (5) hours, one-half (1/2) hour at the applicable overtime rate shall be added to the hours worked and they must then be allowed time to eat their lunch. If not allowed time to eat lunch, employees will be paid an additional one-half (1/2) hour of overtime.

Section 2. Employees required to work more than two (2) hours after the end of the regular shift shall be allowed at least one-half (1/2) hour meal period which shall be considered as time worked, and if it is impractical for the employees to leave the job, they shall be provided a lunch by the employer. If not given the one-half (1/2) hour meal period, one-half (1/2) hour at the applicable overtime rate shall be added to the hours worked.

Section 3. Employees required to work more than five (5) hours after the end of the regular shift shall be allowed at least one-half (1/2) hour meal period which shall be considered as time worked, and if it is impractical for the employees to leave the job, they shall be provided a lunch by the employer. If not given the one-half (1/2) hour meal period, one-half (1/2) hour at the applicable overtime rate shall be added to the hours worked.

Section 4. In the event that the Employer establishes a ten (10) hour day, the first lunch period shall be at mid-shift. Employees' lunch period may be staggered during the period of three and one-half (3 1/2) to five (5) hours from the start of the shift to cover necessary work of a continuous nature.

Section 5. For the purposes of these Tunnel Provisions, the applicable overtime rate following a delay/missed meal, as noted above shall be as follows:

- a. In the event the rate of the day is straight time, the applicable overtime rate will be time and one-half (1 1/2) times the straight time rate of pay.
- b. In the event the rate of the day is time and one-half (1 1/2), the applicable rate will be two (2) times the straight time rate of pay.
- c. In the event the rate of the day is double time, the applicable overtime rate will be two and one-half (2 1/2) times the straight time rate of pay.²

² Lunch Provisions amendment effective as of January 8, 2009 by action of the Joint Administrative Committee.

Starting Times—Portal to Portal:

- a. Employees working within a tunnel shall have their time start at the portal of the tunnel, at which he/she is directed by the Contractor or their Subcontractor to report for work on his/her shift and shall end at such portal.
- b. Employees working within a shaft shall have their time start and end at the collar of the shaft.³

³ Starting Times—Portal to Portal amendment effective as of January 8, 2009 by action of the Joint Administrative Committee.

ATTACHMENT F

THE PLAN FOR THE SETTLEMENT OF JURISDICTIONAL DISPUTES IN THE CONSTRUCTION INDUSTRY

The Building and Construction Trades Department, AFL-CIO, on behalf of its fifteen affiliated National and International Unions and their Local Unions, have joined with five employer associations¹ to establish the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the Plan). The jurisdictional disputes procedure has been in effect since 1984 and replaced such predecessor plans as the Impartial Jurisdictional Disputes Board and the National Joint Board. The Building and Construction Trades Department's Constitution requires all jurisdictional disputes between crafts to be settled pursuant to the Plan. As the Plan is a voluntary dispute resolution mechanism, however, a case will not be processed unless the employer agrees to be bound to the Plan.²

When a jurisdictional dispute arises, the National or International Unions have five days to resolve the matter. Anytime within the five day period, the involved National or International Unions or the contractor responsible for making the assignment may request the matter be arbitrated. The parties then have three days to select an arbitrator from a permanent panel of arbitrators knowledgeable in the construction industry. Once selected, the arbitrator must hold the hearing within seven days. The arbitrator issues a decision within three days of the close of the hearing.³ The arbitrator may not award back pay or damages for a miss-assignment of work nor may any party bring an independent action for damages based on the arbitrator's award. The losing party pays the fees and expenses of the arbitrator. The arbitrator's decision is final and binding. There is no appeal procedure.

The Plan prohibits work stoppages, slowdowns, NLRB and court actions, and grievances under a collective bargaining agreement where the issue involves a jurisdictional dispute or assignment of work by a stipulated contractor. If a union engages in such activity, the Plan provides for expedited arbitration to resolve the matter. Upon notice by the contractor of an impediment to job progress, the Administrator informs the appropriate General President. If the General President is unable to stop the impediment, the Administrator selects an arbitrator to hold a hearing within 24 hours. The sole issues at the hearing is whether there has been an impediment to job progress. The arbitrator must issue a decision within three hours after the close of the hearing. If court enforcement of an arbitrator's decision is necessary, the Administrator is authorized to file a court action to enforce the decision.

¹ Mechanical Contractors Association, National Constructors Association, National Electrical Contractors Association, National Erectors Association, and Sheet Metal and Air Conditioning Contractors National Association.

² An employer may stipulate to the Plan by the terms of a collective bargaining agreement, signing a separate stipulation form, or by membership in an employers' association which binds its members to the Plan.

³ The criteria utilized by Plan arbitrators in rendering decisions are: 1) whether a previous decision or agreement of record between the parties to the dispute governs; 2) if not, whether there is an applicable agreement between the crafts governing the case; and 3) if not, the arbitrator then considers the established trade practice and prevailing practice in the locality. In addition, the Plan provides that because efficiency, cost or continuity and good management are essential to the well-being of the industry, the arbitrator shall not ignore the interest of the consumer or the past practice of the employer.

A third type of dispute processed under the Plan involves changes in original assignment. Under the Plan, a contractor may not change an assignment of work from one craft to another unless directed by a Plan arbitrator or there is agreement between the crafts involved. The Administrator decides all original assignment questions. The sole issue is whether there has been a change in assignment, not whether the assignment was correct. Any party may appeal an original assignment determination of the Administrator to a Plan arbitrator.

ATTACHMENT G

LINK LIGHT RAIL AND SOUNDER COMMUTER PROJECT

SUBSTANCE ABUSE PREVENTION PROGRAM

The Local Unions signatory to this PLA and Sound Transit have agreed on this Substance Abuse Prevention Program ("Program") for application to all Contractor craft personnel working on the Project. This Program supersedes any policies negotiated for any other work outside of the Project by Contractors and the Unions that might otherwise apply. Nothing in this Agreement is intended to supersede or diminish more restrictive controlled substance or alcohol regulations imposed by federal or state agencies upon specific employee groups or categories of employees who are also covered by this Program. A summary of this Program shall be provided to all employees. The full Agreement shall be made available to any Union representative or to Project employees upon request.

The intention of this Program is to establish the Project as a drug- and alcohol- free workplace in order to assure safe and productive working conditions with due regard for the personal privacy interests of Project employees. It is not the intention of the parties that any Contractor intrude on off-duty activities of Project employees away from the Project site unless those activities have a job-related impact. The circumstances permitting controlled substance and alcohol testing in this Program have been carefully defined and intentionally restricted. The Sound Transit Substance Abuse Coordinator hereinafter "Substance Abuse Coordinator" will retain oversight over the Programs and will monitor test procedures, as well as Contractor, Union and Third Party Administration policy compliance.

SUMMARY

The basic elements of the Program are simple. Unauthorized use, possession or sale of controlled substances or alcohol on the Project is prohibited. Persons who violate this rule or who are convicted for selling, using, or possessing controlled substances off the job will not be permitted to work on the Project. Applicants for Project employment will be subject to pre-employment controlled substance, alcohol and adulterant testing. Thereafter, employees will be subject to reasonable cause, post-accident, random and return-to-work testing for the presence of controlled substances, alcohol or adulterants in their systems. Employees who report for work with alcohol, adulterants or unauthorized controlled substances in their system will not be permitted to remain on the Project. Employees who violate the substance abuse policy and applicants who fail the pre-employment testing, will be denied employment and will not be eligible for reassignment to any Contractor on the Project until a period of not less than ninety (90) calendar days has passed and the employee/applicant has successfully completed a Sound Transit-approved counseling or rehabilitation program, at the employee's expense. An employee/applicant will be deemed to have "successfully completed" a Sound Transit-approved counseling or rehabilitation program when Sound Transit is provided written documentation from the approved agency/organization that the employee/applicant has met all of the Program requirements. Such employees/applicants shall be subject to pre-employment, random and periodic controlled substance, adulterant or alcohol testing thereafter at the request of Sound Transit for up to one year. The program will apply to all Contractor craft personnel, union and non-union, at all construction sites covered by the PLA.

Special safeguards have been undertaken to assure that testing will be conducted by licensed laboratories, under the strictest federal guidelines, with special provisions to assure test reliability, employee privacy and confidentiality. All testing will be conducted only by laboratories approved by the Substance Abuse and Mental Health Services Administration ("SAMHSA") (formerly the National Institute of Drug Abuse, or "NIDA") in accordance with the Mandatory Guidelines for Federal Workplace Testing Programs established by the U.S. Department of Health and Human Services, as amended.

CONTROLLED SUBSTANCES

For purposes of this Program, "controlled substances" shall include any illegal drugs, such as cocaine, marijuana, opiates, phencyclidine (PCP) and/or amphetamines, which may alter or affect an individual's motor functions or mental capacity. Appendix A lists the controlled substances and the threshold levels for which an employee/applicant will be tested. Threshold levels of categories of controlled substances listed by DOT constituting positive test results shall be determined using the applicable SAMHSA threshold levels in effect at the time of the testing. The schedule of controlled substances to be tested for on this Project and their threshold levels are listed in Appendix A and shall be updated periodically to reflect SAMHSA and industry threshold changes.

PRESCRIPTION AND OVER-THE-COUNTER MEDICATION ABUSE

Abuse of a drug or medication prescribed by a duly licensed health care provider, over-the-counter drug or medication, health supplement or designer and synthetic drug which may alter or affect an individual's motor function or mental capacity is prohibited and will be treated for the purposes of this Program as a controlled substance.

Employees may maintain on Project premises prescription and over-the-counter medications provided:

1. The prescription is written by a licensed health care provider for current use by the person in its possession and the medication is in its original container and in the employee's name.
2. Employees must not consume prescribed or over-the-counter medications more often or in greater dosages than as prescribed by the employee's health care provider or as per the instructions and they must not allow any other person to consume the prescribed medication.
3. Where an employee has been informed that the medication could cause adverse side effects while working or where the medication, either prescribed or over-the-counter, indicates such a warning, the employee must inform the Contractor prior to using such substances on the job. The use of a medication prescribed by a licensed health care provider for the individual employee is permitted, provided that it will not affect work performance. However, the Contractor at all times reserves the right to have a licensed health care provider determine if use of a prescription medication by an employee may produce effects which may increase the risk of injury to the employee or others while working. If such a finding is made, the Contractor may check with the prescribing health care provider (with permission of the employee) to see if other medications are available which would not seriously affect the employee's ability to work safely. If appropriate substitute medication is not available, the Contractor may limit or suspend the work activity of the employee during the period that the licensed

health care provider advises that the employee's ability to perform his job safely may be adversely affected by the consumption of such medication.

4. Any employee who tests positive for a prescribed medication or whose work site performance or behavior has been impaired or affected by the use of a prescribed or over-the-counter medication will be found in violation of this Agreement unless proper notice has been given as required by paragraph 3 above.

ADULTERATED, SUBSTITUTED OR DILUTE SPECIMENS

This Substance Abuse Prevention Policy will adhere to guidelines established in SAMHSA Public Document 035 dated September 28, 1998 for determining the validity of a specimen. This guideline is consistent with the Department of Transportation (DOT) regulations (49 CFR Part 40) that permit laboratories to conduct additional tests to determine the validity of a specimen.

An employee/applicant submitting a specimen for which an approved testing laboratory reports the existence of an "adulterant", "interfering substance" and/or "masking agent" or the sample is identified as a "substituted specimen" will be deemed in violation of this Agreement and will be processed as if the test result were positive. Those employees/applicants for whom the testing laboratory reports an "adulterated", "interfering substance", "masking agent" or "substituted" specimen will be prohibited from the Project for not less than ninety (90) calendar days and the employee/applicant will be required to successfully complete a Sound Transit-approved rehabilitation program.

The guideline issued in PD 035, in the SAMHSA September 28, 1998 memo uses the following reporting protocols:

a.) **Adulterated Specimen:** PD 035 includes three definitions for *Adulterated*:

- i) *adulterated* if the nitrite concentration is equal to or greater than 500 mcg/mL.
- ii) *adulterated* if the pH is less than or equal to 3, or if it is greater than or equal to 11.
- iii) *Adulterated* if a foreign substance is present, or if an endogenous substance (one that is normally found in urine) is present at a concentration greater than the normal physiological concentration.

b.) **Substituted Specimen:** one that has a creatinine of less than or equal to 5 mg/dL and a specific gravity less than or equal to 1.001 or greater than or equal to 1.020. These specimens do not exhibit the clinical signs or characteristics associated with normal urine.

c.) **Dilute Tests:** Protocol covering dilute specimens will follow guidelines established by SAMSHA PD 035 in their memo dated September 28, 1998. Specimens identified by the testing laboratory as dilute will require the employee/applicant to be retested. A second consecutive retest indicating a dilute specimen will require the employee/applicant to be prohibited from working on the Project for a minimum of ninety (90) calendar days. Refusal to retest or noncompliance with drug testing procedures will result in the employee being prohibited from working on the Project for at least ninety (90) calendar days. In all instances, such employee will not be allowed work on the Project until he has successfully completed a drug and alcohol test.

A "dilute specimen" is defined as: "one that has a creatinine reading less than 20 mg/dL, but greater than 5 mg/dL, and a specific gravity less than 1.003 but greater than 1.001.

JOB APPLICANTS

1. The special circumstances of the Project, including its unique construction activities and working conditions, warrant special assurances that all Contractor personnel are certified as alcohol- and drug-free before they are eligible for regular employment. All offers of employment for Project positions will be conditional until the applicant has satisfactorily completed a controlled substance and alcohol test. Specimens will be collected during in-processing on the Project site or at a designated off-site location prior to the commencement of any work on the Project, but not more than twenty-four (24) hours prior to the commencement of any work. Applicants will be on the clock for all time spent in-processing, including specimen collection, with a minimum of four (4) hours paid show-up time.
2. Applicants for Project positions will be permitted conditional access to the Project pending receipt of final test results. If test results are confirmed positive for controlled substances without a valid prescription, alcohol or adulterants, the employee will be barred from the Project immediately. Such employees will be paid for all time worked. An applicant with a confirmed positive test may request in writing from Sound Transit for a copy of the drug test result.
3. Any conditional employee so barred will not be eligible for reapplication for employment on the Project until a period of not less than ninety (90) days has passed and the employee has successfully completed a Sound Transit-approved counseling or rehabilitation program, at the employee's expense. Before being hired, any such employee must provide written documentation of successful passage of the counseling or rehabilitation program to the Substance Abuse Coordinator and must complete a controlled substance and alcohol test conducted by a SAMHSA-approved laboratory at the employee's expense. Upon the successful completion of such a subsequent test, the applicant will be eligible for assignment to the Project provided the applicant further agrees in writing to submit thereafter to periodic controlled substance or alcohol testing at Sound Transit's request. Such periodic testing will be conducted for up to one year after the applicant is assigned to the Project, in addition to any other testing provided for in this Agreement. The applicant will be responsible for any costs associated with the periodic tests.
4. Any applicant who receives a negative result on his pre-employment controlled substance and alcohol test will not be required to submit to a second pre-employment test within one (1) year of the first such test and will be issued a drug testing "clean card". The "clean card" may be linked to, and valid on both the Sound Transit and Sea-Tac Airport Projects. If linkage with the Sea-Tac Airport Project is approved, Sound Transit will provide notification to the Contractor. Re-employment after the anniversary date that the clean card is issued will require the applicant to submit to normal pre-employment requirements. An employee who is issued a clean card will continue to be subject to reasonable cause, post accident, random and return-to-work testing.
5. Refusal on the part of any applicant or employee to comply with the testing procedure will disqualify the applicant or employee from consideration for continued employment on the Project for not less than ninety (90) calendar days.

ACTIVE EMPLOYEES

All regular employees are subject to a controlled substance or alcohol test while on the job or in a job status (such as on Contractor- or Owner-provided transportation) for the following reasons:

- (a) **Reasonable Cause Testing:** An employee will be tested for reasonable cause when specific, reliable objective facts and circumstances are sufficient to warrant a prudent person to believe that the employee more probably than not may have used a controlled substance or alcohol as evidenced by work performance, behavior or appearance while on the job site. If cause results from an observation, the observation must be confirmed by a second member of Contractor supervision and those Contractor representatives will endeavor to consult with the prime Contractor's Safety Representative or designee. The Contractor will notify the Substance Abuse Coordinator within one (1) working day of directing the employee to a reasonable cause test.

- (b) **Post-Accident Testing:** Any employee who is involved in an accident in the course of job duties which involved use of vehicles, heavy equipment, power tools or other dangerous instrumentalities or working conditions and which resulted in injury or property damage may be tested in cases where the designated Contractor safety representative or designee concludes that:
 - 1. the accident was caused by human error or could have been avoided by reasonably alert action; and
 - 2. the employee to be tested was an active participant in the accident circumstances; and
 - 3. use a controlled substance or alcohol or abuse of a prescription or over-the-counter drug cannot be discounted as a contributing factor.

Any employee directed for post-accident testing shall be entitled to request the presence of a Union steward in pre-test meetings with Contractor management, provided a Union steward is readily available and the circumstances allow. The Contractor will notify the Substance Abuse Coordinator within one (1) working day of directing the employee to drug and alcohol test following an accident.

- (c) **Random Testing:** The Coordinator will conduct periodic random testing of regular employees for controlled substances and alcohol. Employees will be selected for testing by lottery; to be conducted solely by the Coordinator or a Project-designated Third Party Administrator (TPA). (Up to fifty percent (50%) of regular employees will be randomly tested annually.) Such testing will be in addition to any other testing permitted by this Agreement.

- (d) **Return-To-Work Testing:** An employee who has submitted a positive drug, adulterant or alcohol test for work on the Project and who seeks to return to work on the Project after successfully completing all Program requirements, will consent and submit to periodic testing for up to one (1) year from his return at the direction of the Substance Abuse Coordinator. These tests are in addition to any reasonable cause, post-accident and random testing requirements.

Employees removed from duty for reasonable cause and post-accident testing will remain off duty until test results are received. If the employee tests negatively, the employee will be

reinstated with full backpay for lost time. Employees required to present for random testing will remain on duty unless and until the employee tests positively for a controlled substance and/or alcohol.

If the employee tests positively, the employee will be barred from the Project effective the date and time of the specimen collection. Any employee so barred will not be eligible for reemployment on the Project until a period of not less than ninety (90) calendar days has passed and the employee has successfully completed a Sound Transit-approved counseling or rehabilitation program, at the employee's expense. Before being rehired, any such employee must provide documentation of successful completion of the counseling or rehabilitation program to the Substance Abuse Coordinator and must complete a controlled substance test conducted by a Sound Transit-approved laboratory at the employee's expense. Such employees will be required to submit to periodic controlled substance and alcohol testing at Sound Transit's request, for up to one year after they return to the Project. Any costs associated with the periodic testing will be the responsibility of the employee. The employee's consent to such periodic testing, which shall be conducted in addition to reasonable cause and random testing, is a condition of reemployment.

Any employee/applicant convicted for selling, using, manufacturing or possessing a controlled substance in any court of law will notify the Substance Abuse Coordinator within one (1) working day of the conviction. The conviction will be treated as a positive test result and the employee/applicant will be held to the same requirements set for this violation. Failure to report a conviction to the Substance Abuse Coordinator may lead to prohibition from the Project for up to one (1) year.

COLLECTION PROCEDURES

An employee/applicant dispatched to the Project will present himself for collection of a specimen and breathalyzer test prior to the commencement of any work on the Project, but not earlier than one working day prior to the commencement of any work. The specimen will be divided into a split sample in the presence of the employee/applicant. Urine specimens shall be collected in such a manner as to give the employee/applicant as much privacy as possible without degrading the reliability of the test.

An employee/applicant undergoing urine testing will be given a maximum of three hours at the collection site to produce a valid specimen. All breathalyzer tests shall be conducted immediately upon the employee's/applicant's presentation for the test. Failure to produce a valid specimen constituting no less than 45ml of urine in one void within this time frame or to submit to the breathalyzer test will result in the employee being considered as "refusing to test" and he will be prohibited from working on the project for not less than ninety (90) calendar days and until he successfully passes an approved drug and alcohol test.

An employee/applicant who can not produce a valid specimen within the three hour time frame may contact the Medical Review Officer (MRO) for review of his circumstance. The MRO may refer the employee/applicant for a medical evaluation to a physician designated by the MRO to determine if there is a valid medical reason that would prevent the employee/applicant from providing a sufficient specimen. If the MRO finds documented evidence of a valid medical reason for failing to provide a sufficient specimen, he may authorize the employee/applicant to present himself for a new collection. The employee/applicant is responsible for all expenses pertaining to the medical evaluation. The Contractor to whom the employee/applicant is dispatched, will be responsible for the expenses related to the new collection and drug and alcohol test.

TEST PROCEDURES

Testing procedures, including controlled substances to be tested, specimen collection, chain of custody and threshold and confirmation test levels shall comport with the Mandatory Guidelines For Federal Workplace Testing Programs established by the U.S. Department of Health and Human Services, as amended and the Federal Motor Carrier Safety Act regulations, where applicable. Controlled substance tests shall be conducted only by laboratories licensed and approved by SAMHSA, which comply with the American Occupational Medical Association (AOMA) ethical standards. Controlled substance tests shall be by urinalysis and shall consist of two procedures, a screen test (EMIT or equivalent) and if that is positive, a confirmation test (GC/MS or equivalent). Alcohol tests shall be by breathalyzer. Any test revealing a blood/alcohol level equal to or greater than .04 percent shall be positive and will be conducted under procedures consistent with Washington State law.

An employee/applicant presenting himself at a Sound Transit-approved drug collection site must have a minimum of one piece of government-issued photo identification and may not leave the collection site for any reason - unless authorized by the collection agency - until he has fully completed all collection procedures. Failure to follow all collection procedures will result in the employee/applicant being classified as "refusing to test" and being prohibited from working on the Project for a minimum of ninety (90) calendar days from the date of the scheduled test.

TEST RESULTS

Any positive test for controlled substances, alcohol or an adulterant shall be reported to a Medical Review Officer (MRO) appointed by the designated laboratory. The Medical Review Officer shall review the test results and any disclosure made by the employee/applicant and shall attempt to interview the employee/applicant to determine if there is any physiological or medical reason why the result should not be deemed positive. If no extenuating reasons exist, the MRO shall designate the test positive. The MRO will make good faith efforts to contact the employee/applicant, but failing to make contact within two (2) working days, may deem the employee's/applicant's result a "lab positive". After the issuance of a lab positive, the employee/applicant will be barred from the Project until the employee/applicant makes contact with the MRO and the MRO sends the Substance Abuse Coordinator a written confirmation of a negative result.

If the MRO declares the test positive or adulterated, notification shall be provided, in writing, to the Substance Abuse Coordinator. The Substance Abuse Coordinator shall keep test results in confidence. A limited notification will be provided to the employing Contractor, by the Substance Abuse Coordinator, solely reporting that the employee is "ineligible" for further employment. The employing Contractor shall have no access to individual test files. In addition, the Substance Abuse Coordinator shall contact the appropriate Union representative and advise him of the employee's eligibility status for continued work on the Project. The Unions shall keep the test results in confidence and only use the results to determine the eligibility of the member to be re-dispatched to the Project. If written notification of termination is required, the Contractor will state that the employee is "in violation of the Link Light Rail and Sounder Commuter Project PLA Policy".

RE-TESTS

In the event of a positive controlled substance test, an automatic confirmation test will be performed on the original specimen by the testing laboratory at no cost to the employee. In addition, the testing laboratory shall preserve a sufficient specimen to permit independent re-testing at the request of the employee at his expense. Re-tests may be conducted by the same or any other approved Sound Transit laboratory. The laboratory shall endeavor to notify the MRO of positive controlled substance test results within five (5) working days after receipt of the specimen. The employee may request a re-test within five (5) working days from notice of a positive test result by the MRO. Costs of re-tests will be paid in advance by the requesting party.

CONSENT FORMS

Employees must execute a written consent, in the form attached at Appendix B, to submit to the test and for the testing laboratory to release the report of test results to the Substance Abuse Coordinator. Failure to sign the appropriate release form or to comply with testing procedures otherwise will result in the employee or applicant being barred from the Project for not less than ninety (90) calendar days.

SUBSTANCE ABUSE COORDINATOR

Sound Transit shall designate a Substance Abuse Coordinator to monitor compliance with this Agreement and to provide assistance to Project employees with questions concerning controlled substance or alcohol test procedures, availability of a Sound Transit-approved counseling or rehabilitation or any other substance- or alcohol-related matters. All inquiries to the Substance Abuse Coordinator will be confidential. The parties are eager to help employees with substance abuse problems. The Substance Abuse Coordinator will be prepared to assist employees in discussing insurance coverage and locating available counseling, rehabilitation and community resources.

EMPLOYEE ASSISTANCE PROGRAMS

The Substance Abuse Coordinator will work with the signatory Unions to develop an "approved" list of counseling and rehabilitation programs to be used by employees/applicants who test positively for controlled substances, alcohol or adulterants. The cost of counseling and rehabilitation will be the responsibility of the employee/applicant.

APPEAL PROCEDURE

Any disputes involving application of this Program shall be referred to the Dispute and Grievance Procedure established by Article 17 of the PLA. Such disputes may be initiated at Step 2. Nothing in the grievance procedure may void the application of this Substance Abuse Prevention Program on the Project.

SAVINGS AND SEVERABILITY

It is not the intention of the Unions or Sound Transit to violate any applicable federal or state laws by enactment of this Program or in its application. In the event any provisions of the Program are held to be illegal or void as being in contravention of any law, the remaining provisions shall remain in full force and effect. The parties agree further to meet promptly to commence negotiations concerning the provision affected by such decision for the purpose of achieving conformity with the requirements of the applicable law and the intent of the parties hereto.

APPENDIX A
SUBSTANCE ABUSE PREVENTION AND DETECTION
THRESHOLD LEVELS

<u>CONTROLLED SUBSTANCE*</u>	<u>SCREENING METHOD</u>	<u>SCREENING LEVEL**</u>	<u>CONFIRMATION METHOD</u>	<u>CONFIRMATION LEVEL</u>
Amphetamines	EMIT	1000 ng/ml**	GC/MS	500 ng/ml**
Barbiturates	EMIT	300 ng/ml	GC/MS	200 ng/ml
Benzodiazepines	EMIT	300 ng/ml	GC/MS	300 ng/ml
Cocaine	EMIT	300 ng/ml**	GC/MS	150 ng/ml**
Methadone	EMIT	300 ng/ml	GC/MS	100 ng/ml
Methaqualone	EMIT	300 ng/ml	GC/MS	300 ng/ml
Opiates	EMIT	2000 ng/ml**	GC/MS	2000 ng/ml**
PCP (Phencyclidine)	EMIT	25 ng/ml**	GC/MS	25 ng/ml**
THC (Marijuana)	EMIT	50 ng/ml**	GC/MS	15 ng/ml**
Propoxyphene	EMIT	300 ng/ml	GC/MS	100 ng/ml
Alcohol	Breathalyzer	.04 Percent	Breathalyzer	.04 Percent

* All controlled substances including their metabolite components

** SAMHSA specified threshold

A sample reported positive contains the indicated drug at or above the cutoff level for that drug. A negative sample either contains no drug or contains a drug below the cutoff level. Testing levels may be changed to meet SAMSHA or revised industry standards.

EMIT – Enzyme immunoassay

GC/MS – Gas Chromatography/Mass Spectrometry

APPENDIX B
SUBSTANCE ABUSE PREVENTION PROGRAM

CONSENT FORM

Employee Acknowledgment/Authorization

I am familiar with my obligations under the Link Light Rail and Sounder Commuter Project Substance Abuse Prevention Program. I also understand that the Program specifically requires that:

- Use, possession or sale of controlled substances or alcohol at the Project site is prohibited.
- Violation of this rule, or conviction for selling, using, or possessing controlled substances on or off the Project, will cause me to be barred from the Project.
- Use of prescribed or over-the-counter medication is permitted if it will not affect work performance.
- If prescribed or over-the-counter medication could affect work performance I must notify my Contractor-employer prior to using such substances on the job.
- I must submit to screening/testing for controlled substances, adulterants and alcohol as requested by the Contractor in accordance with the terms of the Program.
- The presence of one or more of a controlled substance, adulterant or alcohol in my system at or above the defined threshold levels will result in termination of employment and ineligibility for reemployment for at least ninety (90) calendar days.
- If terminated for failing a controlled substance, adulterant or alcohol test, I will be required to complete a Sound Transit-approved counseling or rehabilitation program and to agree to periodic testing at Sound Transit's request.
- My submission of an adulterated, substituted or dilute specimen, or my refusal to submit to the alcohol and controlled substances screening tests required by this Program will subject me to all disciplinary procedures and/or prohibitions provided in the Program.
- If I am employed, my refusal to submit to such testing will result in immediate termination of employment.

I authorize the release of all test results to the Substance Abuse Coordinator. In addition, I authorize the release of my job eligibility status to my Contractor-employer and the appropriate Union Representative.

I am signing this acknowledgment/authorization voluntarily with full knowledge and understanding of the Link Light Rail and Sounder Commuter Project Substance Abuse Prevention Program and I agree to be bound by its terms.

Employee Name (Print): _____

Employee Signature: _____

Date: _____

Contractor Name: _____

Sound Transit Contract #: _____

APPENDIX C
LINK LIGHT RAIL AND SOUNDER COMMUTER PROJECT
SUBSTANCE ABUSE PROCEDURES

1. Each craft employee must sign a consent form (See Appendix B) to allow the Substance Abuse Coordinator access to his testing information and results. Each craft worker is to be drug tested on the day of, but prior to, the commencement of any work. The signed consent form is to be photocopied. The original is to be kept on file by the Contractor and the copy is to be given to the employee.
2. A drug test "Clean Card" will be used for the Project. Craft workers who receive a dispatch for the Project and who receive a negative result on their pre-employment drug and alcohol tests will receive a "Clean Card" that is valid for one year from the date that it was issued. When issued, the "Clean Card" will exempt the craft worker from any pre-employment drug and alcohol testing for any contract on the Project during the year that it is valid. Contractors are to accept the "Clean Card" as evidence of testing and follow all procedures as if the "Clean Card" were a drug test receipt. If a craft employee possessing a valid "Clean Card" becomes employed by another Contractor on the Project, or moves with his Contractor-employer to another contract within the Project, he will be exempt from pre-employment drug and alcohol testing. After one year from issuance, the "Clean Card" will expire and the employee will be required to submit to pre-employment drug and alcohol testing if he changes Contractor or works on a different contract within the Project. If approved, the "Clean Card" will be linked to the Sea-Tac Project and Sound Transit will notify Contractors that they may accept a "Clean Card" from that project as evidence of testing. The "Clean Card" will not exempt an employee from any of the other drug testing requirements, such as reasonable cause, post-accident, random or return-to-work testing.
3. Craft employees who have been drug tested for projects other than those covered by this PLA – or Sea-Tac, if approved - must be re-tested prior to commencing any work. Craft employees who have been laid off or not worked on the Project for thirty (30) days or more must be re-tested unless they hold an unexpired "Clean Card" from this Project. Craft employees are to be paid for the time that they are being drug tested. Contractors are required to have the craft employee show them their drug test receipt (Evidence of testing) or unexpired Project "Clean Card" before they are allowed to perform any work. The Contractor will photocopy the drug test receipts – or "Clean Cards" -and maintain them in their files. The Contractor will maintain these files for both themselves and their Subcontractors.
4. A Project-approved drug and alcohol collection/testing/MRO/Third Party Administrator for the Project will be identified for the Contractor. The Contractor will be notified of the requirements of notification and procedures to be used with this service.
5. Contractors must fax daily to the Substance Abuse Coordinator (or his designee) a list of each new craft employee who started work on that day. This requirement also is in effect for craft employees who have worked on the Project previously, but have been absent from the Project for more than thirty (30) days.
6. Upon receipt of the information from the drug collection/testing/MRO service/Third Party Administration, the Substance Abuse Coordinator will notify the Contractor if any of the craft employees on that contract are "ineligible" for further employment. A Contractor may be required to have an individual re-tested or a specimen may be subjected to specialized

testing. The Substance Abuse Coordinator will communicate only to the Contractor about their own or their Subcontractor's craft employees concerning test results and will communicate only when the employee is "ineligible" for further employment. It is the responsibility of the Contractor to keep this information confidential.

7. A Contractor may be required to have an employee re-tested one or more times. In cases where an individual has produced two (2) consecutive dilute specimens, the individual will be prohibited from working on the Project for a minimum of ninety (90) calendar days. In circumstances where an individual can not, or who is unwilling to submit a valid specimen, an individual may be directed to the collection agency's office at or by a particular time or day and be prepared to stay in the office until he produces a valid specimen. Failure to comply with these directions will render an individual ineligible for employment on the Project for a minimum of ninety (90) calendar days. The Contractor will pay for all dilute specimen re-tests of its employees. When an employee fails a drug or alcohol test, the employee will pay for all re-tests that follow that positive test.
8. The Contractor will notify the Contractors' Representative and/or Substance Abuse Coordinator immediately when a craft employee is being tested for either "probable cause" or "post accident" purposes, refuses to comply with the Substance Abuse Policy and procedures, violates the "Firearms Prohibition" provision of the PLA or violates any local, state or federal law while on the Project site. A written statement as to the facts of each situation described above will be submitted to the Contractors' Representative and/or Substance Abuse Coordinator within three (3) calendar days of the event.

REVISIONS OR AMENDMENTS

No revisions or amendments shall be made to this Program except with the written approval of the parties hereto. This Program shall be effective November 17, 1999, and shall remain in effect for the duration of the Project unless terminated or amended by mutual consent.

For The Signatory Unions:

For Sound Transit:

By _____

By _____

ATTACHMENT H



STATE OF WASHINGTON

DEPARTMENT OF LABOR AND INDUSTRIES

General Administration Building • Olympia, Washington 98504-4401
ESAC DIVISION - TELEPHONE (206) 956-5310
PO BOX 44540, OLYMPIA, WASHINGTON 98504-4540

September 9, 1992

Jennifer Balliet, Business representative
IBEW Local Union No. 46
2700 First Avenue
Seattle, Washington 98121

Dear Ms. Balliet:

Thank you for your letter dated January 31, in which you asked for a determination of whether or not the travel time you described is compensable.

Section 2.03 of the Contract W/F34-90, Volume 2A of 19, appears to clearly state that construction workers may not park their personal vehicles at the job site. That section further appears to state that contractors shall provide bus transportation from a staging area away from the job site.

If, and this appears to be the case it goes to the benefit of the contractor to comply with this requirement by requiring workers to report to a designated staging area where they will be transported by bus to the work area, then the staging area would be considered the job site. The workers appear not to have an alternative way to get to the work area. For these reasons the time is compensable.

If you have any further questions, please do not hesitate to contact me at (206) 956-5310. Thank you for expressing your concerns and giving me the opportunity to respond.

Sincerely,

Greg Mowat

Greg T. Mowat,
Employment Standards Manager



STATE OF WASHINGTON
DEPARTMENT OF LABOR AND INDUSTRIES
EMPLOYMENT STANDARDS DIVISION (206) 956-6316
P.O. BOX 44510, OLYMPIA WASHINGTON 98504-4510

December 29, 1993

Valley Electric of Mount Vernon
Mr. Ernest Ward

Dutton Electric of Everett
Mr. Kim Dutton

Messrs Ward and Dutton:

The department has completed a full investigation of several complaints related to the work being performed for METRO on the West Point Water Treatment Plant project. The complaints specifically address the compensability of the time involved in travel from a remote staging/parking area to the actual construction site.

The department's investigation reveals the following facts:

1. The arrangement by which employees must assemble at the remote staging area "and ride a shuttle bus to the actual site" (approximately 4.8 miles from the actual site) is a requirement of the contract between Metro and all contractors working on the Treatment Plant.
2. Employees may not use any other means of reaching the actual construction site, they must ride the shuttle bus provided by the contractor and adhere to the schedule of that bus transportation.
3. The duration of the travel time is 10-15 minutes each way and is in addition to the eight (8) hour shift spent at the actual site.

The department believes that the travel time in question is compensable. Our analysis is as follows:

1. Chapter 49.48 RCW, the minimum wage act, clearly requires that an employee be compensated for all time worked at the agreed-to rate (regular rate) of pay. Further, time worked is defined as "all hours during which the employee is authorized or required by the employer to be at a prescribed work place." [WAC 286-126-002(8)]. Finally, Washington Courts consider "whether such time is primarily spent for the employer's or employee's benefit..."

West Point Water Treatment Plant
December 29, 1993
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2. The travel time in question clearly accrues to the employee's benefit as it is based on a requirement of the contract with the awarding agency (METRO). It is also clear to us that the employer is in full control of the employee's activity from the time that the employee's board the shuttle bus, even to the prescription of the time that boarding takes place.
3. Associated with an initial determination in this matter we need to address the possible application of the Portal-to-Portal Act [29 U.S.C. 261 et seq.] The department does not believe that this body of Federal Statute is appropriately applied in this case. We are interpreting Washington State Wage and Hour statutes in this instance; if the Legislature of this state had felt compelled to apply the principles of the Portal-to-Portal Act, they would have enacted analogous legislation, they have not done so. Further, all the contractors on this job pay some portion of the travel time thus establishing a practice of doing so; if the Portal-to-Portal Act did apply, which we dispute, it would allow for travel time payment based on practice.

The department hereby determines that the travel time in question is compensable. Further, as all work done on the West Point Water Treatment Plant is public work as defined in Chapter 39.12 RCW, the appropriate pay rates are the prevailing rates as determined by the Industrial Statistician. We would see all past and present employees who have worked on this project compensated for the travel time they have accrued and paid for all travel time accrued in the future.

Sincerely,


Greg Mowat
Program Manager
Employment Standards Division

cc: Joseph Brewer III, Acting Assistant Director
Bill Mirand, IBEW 48
Clyde Wilson, IUOE 302
James Kerlee, State Council of Carpenters
Dahhia Cook, Metro

ATTACHMENT I

CONTRACTOR/SUBCONTRACTOR AGREEMENT TO BE BOUND

_____ Contractor/Subcontractor has been awarded construction work within the scope of the Sounder Commuter and Link Light Rail PLA and hereby agrees to be bound by all its terms and conditions.

For the Contractor/Subcontractor:

Signature	Title	Date
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Coordinator receipt	Date	Contract Number
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CONTACT ADDRESS:

PHONE NUMBER(S) :

MEMORANDUM OF UNDERSTANDING

BETWEEN AND AMONG

Central Puget Sound Regional Transit Authority (“Sound Transit”)

And

Washington State Building and Construction Trades Council, AFL-CIO

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

Pierce County Building and Construction Trades Council, AFL-CIO

Northwest Washington County Building and Construction Trades, AFL-CIO

And

The undersigned participating Local Unions

WHEREAS, the Central Puget Sound Regional Transit Authority (“Sound Transit”) and all the Unions signatory to the Sound Transit Central Puget Sound Regional Transit Authority Project Labor Agreement (“PLA”) for the Construction of Sounder Commuter Rail Stations and Light Link Rail Projects, have had a longstanding commitment to the employment of apprentices by contractors working on the various Sound Transit Projects, and to the direct entry program established by the parties, and

WHEREAS, Sound Transit Resolution NO. R99-21 for the establishment of the PLA committed Sound Transit, the Contractors and all signatory Unions to the employment of Washington State Apprenticeship Council (SAC) registered apprentices and the utilization of the SAC-approved apprenticeship programs for the Sound Transit Program, and

WHEREAS, Sound Transit and the unions signatory to the PLA endorse the activities of the community pre-apprenticeship organizations within King, Pierce, and Snohomish Counties that are recruiting, assessing and preparing workers who are residents in King, Pierce, and Snohomish Counties for entry into SAC-approved apprenticeship training programs, and

WHEREAS, the undersigned participating Unions have undertaken to create a “preferred entry” pathway to SAC- approved apprenticeship training, and desire to call upon the resources of such community organizations as sources, among others, for apprenticeship candidates, and

WHEREAS, the purpose of the Preferred Entry Program is to facilitate a workforce reflective of the Sound Transit region; supporting the goals of workforce inclusiveness in Sound Transit Resolution No. R99-21, and

WHEREAS, Sound Transit and the Unions signatory to the PLA wish to establish standards facilitating such Preferred Entry Program, in conjunction with community-based organizations associated with construction workforce development, and

WHEREAS, the Preferred Entry Program will emphasize apprenticeship opportunities for minorities, women, disadvantaged workers, and veterans from the communities in the Sound Transit region which are impacted by Sound Transit construction.

NOW, THEREFORE, the Parties to this Memorandum of Understanding agree to the following mutual commitments:

1. This Memorandum of Understanding is directly related to newly adopted program for "Pre-Apprenticeship Entry" in support of the foregoing commitments by the parties and as reflected in Article 7, Apprenticeship, and Article 8, Pre-Apprentice Training Program in the PLA.
2. The parties agree to work in cooperation to provide pre-qualified applicants access to apprenticeship opportunities generated by the construction contracts under the Sound Transit PLA. The identification and selection of qualified applicants shall include Sound Transit, individual contractors where candidates have been proposed by such contractors and the individual apprenticeship program's designated representative. The final selection decision will be the responsibility of the applicable Joint Apprenticeship Training Committee (JATC)
3. The parties agree that given the apprenticeship utilization goal of 20% on the Sound Transit projects, the goal for Preferred Entry Apprentices shall be one (1) of each five (5) of those apprentices.
4. The parties agree to extend employment to the Preferred Entry Apprentices on the Sound Transit PLA contracts, which employment shall be guaranteed as follows:
 - a. If employed by Prime Contractors – for a minimum period of six months or 1000 hours, whichever is greater.
 - b. If employed by Sub Contractors – for three months or 500 hours, whichever is greater.
5. Preferred Entry Apprentices may be terminated for disciplinary reasons by the employer/contractor or by the individual apprenticeship program. Termination shall be documented and, if made by the employer/contractor, shall be subject to review under the Disputes and Grievances procedure of Article 17, Grievance Procedure, of

the PLA. If the termination is by the apprenticeship program, any dispute will be resolved under the Apprenticeship Program's internal procedures for addressing apprenticeship rights.

6. In support of the recruitment and screening processes, the Parties recognize the location of projects within King, Pierce, and Snohomish Counties and desire to facilitate the entry of residents of King, Pierce, and Snohomish Counties into the building and construction trades through the pathway of apprenticeship.

7. The Unions agree to coordinate with various pre-apprenticeship organizations within King, Pierce, and Snohomish Counties. Pre-apprenticeship organizations will serve as resources for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs of minorities, women, disadvantaged workers, and veterans identified through the "Helmets to Hardhats" program, within King, Pierce, and Snohomish Counties.

8. This Memorandum of Understanding shall be governed by the laws of the State of Washington and the venue for any action between or among the parties shall be in King County.

9. The signature page of this Memorandum of Understanding may be executed in any number of counterparts, each of which shall be an original.

10. Any party may terminate this Memorandum of Understanding in the event one or more of the other parties fails to perform its obligations as described in this Memorandum of Understanding, and such failure has not been corrected to the reasonable satisfaction of the terminating party within 30 days after notice of breach has been provided to all parties.

ENTERED INTO ON THIS TWENTY-NINTH DAY OF AUGUST 2009.

For Sound Transit

Joni Earl, CEO

Joni Earl

For Washington State Building and Construction Trades Council, AFL-CIO

Dave Johnson, Executive Secretary

Dave Johnson

For Seattle/King County Building and Construction Trades Council, AFL-CIO

Lee J. Newgent, Executive Secretary

Lee J. Newgent

For Pierce County Building and Construction Trades Council, AFL-CIO

Mark Martinez

For Northwest Washington County Building and Construction Trades, AFL-CIO

Todd Taylor, Executive Secretary

(Union Name & Local Number)

(Signature)

(Union Name & Local Number)

(Signature)

(Union Name & Local Number)

(Signature)

(Union Name & Local Number)

(Signature)

(Union Name & Local Number)

(Signature)

