King County

Metro Transit Department

COMMUNITY WORKFORCE AGREEMENT

FOR THE

SOUTH INTERIM BASE PROJECT

BETWEEN

KING COUNTY

AND

SEATTLE/KING COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL

NORTHWEST NATIONAL CONSTRUCTION ALLIANCE II

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ARTICLE 1 – PREAMBLE

1.1 This Community Workforce Agreement (hereinafter, the "CWA") is entered into on 2/15, 2019 by and between King County Metro Transit Department (hereinafter, "King County" or the "Owner"), the Contractor selected for the Project, (hereinafter "Contractor"), for and on behalf of themselves and their Sub-contractors (hereinafter Sub-contractor), and the Seattle/King County Building and Construction Trades Council, Northwest National Construction Alliance II, and the Local Unions who become signatory hereto (hereinafter, collectively called the "Union(s)" or "Local Union(s)") with respect to the construction of the South Interim Base Project (the "Project"). The Owner, Contractor, Sub-contractor and Unions may be referred to herein individually as a "Party" and collectively as the "Parties." Where appropriate, the term "Contractors" shall mean, collectively, the general contractor and all Sub-contractors of every tier.

1.2 Nothing in this CWA shall modify, amend, or supersede any of the provisions set forth within the Contract between King County and the selected Contractor and its Sub-contractors, as identified within Contract C01300C18.

1.3 King County will implement this CWA by including appropriate provisions in the Contract Documents for Covered Work, as hereinafter defined. As a result, the successful Contractor, and its Sub-contractors, of any tier, performing Covered Work will become party to this Agreement.

1.4 This CWA represents the complete understanding of the Parties, and no Contractor or Sub-contractor is or will be required to sign any other agreement with a signatory Union as a condition of performing work within the scope of this Agreement. It is understood that this Agreement constitutes a self-contained, stand-alone agreement. No practice, understanding or agreement between a Contractor or Sub-contractor and a Union party which is not specifically set forth in this Agreement will be binding on any other party except that if the CWA is silent on any issue the local crafts collective bargaining agreement (CBA) shall prevail.

1.5 The Unions agree that this CWA will be made available to, and will fully apply to, any successful contractor for work who becomes signatory hereto, without regard to whether that successful contractor performs work at other sites on either a Union or a non-Union basis, and without regard to whether employees of such contractor are or are not members of any project or at any location other than the project site as defined in this CWA. The Unions hereby pledge to work cooperatively with all businesses awarded work governed by this CWA, despite any other dispute they may have with a business over, for example, trust or benefit payments that arose on non-Covered Work.

ARTICLE 2 – PURPOSE

2.1 Metro Transit is contracting to develop an interim bus base on a recently purchased land, Group Health Site, just south of Metro's South Base Facility. The completed base will dispatch between 90 to 126 buses and provide all related services to manage and make repairs. The Project scope under the CWA is limited to this property and includes all site improvements, connections to provided modular units/trailers (MU), and building a bus maintenance facility. The Project will be executed under a project specific work order contract assigned to a primary CWA Contractor. This CWA shall expire 30 days after the City's issuance of a site/building occupancy permit, expected in February of 2020. The Project scope will follow all codes, related to energy, life/safety, and building design requirements.

The CWA Contractor's scope includes electrical substation/feeders, area lighting, utilities, storm water piping/retention, data/communication wiring, pavement, security, fire protection/monitoring and striping. The site will have a large concrete storm water retention tank built at the east end of the property. There will be clearing, filling, and grading of the site including the storm water retention pond. Landscaping disturbed by construction will be repaired along with enhanced landscaping as required by jurisdictions.

The CWA Contractor's scope includes the construction of a seven bay bus maintenance facility housed in a provided Pre-Engineered Metal Building. The maintenance facility will have bus lifts, parts storage, restrooms, two inspection pits, fall protection, backup generators, and a variety of support equipment for repairs.

The administration areas of operations and maintenance will be housed in the MU's. The MU's will have comparable amenities to existing Metro bases to include dispatch, rest area, lunch room, offices, lockers, recreation, restroom areas, and administrative offices. There will also be a small trailer provided for the hostler used to direct base parking and traffic. The CWA Contractor's scope includes making all utility and data connections, building connecting decks/stairs, and setting of the supporting MU foundations.

Scopes excluded from the CWA: Subject to Article 4.1

- 1234-18-RLR: South Base Expansion Vehicle Maintenance Pre-Engineered Metal Building
  - Includes the design, manufacture, and delivery of the manufactured and delivered pre-engineered metal building to the CWA Contractor.
  - The supplier will provide supervision to the CWA Contractor during the assembly to preserve the warranty of the building.
- 1231-18-RLR: South Base Expansion Office Trailers:
  - Includes the design, manufacture, delivery, and assembly of all Modular Unit (MU) buildings.
  - The scope covers the work associated within the MU for warranty purposes.
  - The underside and foundations will be proved by the CWA Contractor.
- King County Department of Information Technology Scope of Work
  - All IT work performed by King County employees, with the exception that if such work is subcontracted out to covered trades, it will be covered under this CWA.
- Purchase/installation of bus lifts:
  - The lifts are proprietary equipment with design, manufacturing, and installation sold as a package to preserve the warranty.
  - The CWA Contractor will provide the foundation and imbed the manufacture's lift frames into the foundation.
- Purchase/installation of equipment and furnishings.
  - This would include but not limited to furniture, tools, small equipment such as floor jacks, racks, and steam cleaners.

The Project Site (hereinafter, "Project Site" or the "Site"), shall be understood to refer to the location at which construction, equipment or services furnished by the Contractor under the Contract and this Agreement will be performed, completed and or delivered.

The purpose of the CWA is to insure that all construction work at the Project Site, and operation of the existing facility, will proceed continuously and without interruption, efficiently, economically, and with due consideration for the protection of labor standards, wages and working conditions.

2.2 In recognition of the special needs of this Project and to maintain a spirit of harmony, labor-management peace and stability during the term of this CWA, the parties agree to establish and put into practice effective and binding methods for settlement of all misunderstandings, disputes or grievances that may arise between any Contractor and the Unions, or their members, to the end that the Owner is assured of complete continuity of its operations and construction without slowdown or interruption of any kind. The Owner shall monitor the compliance with this Agreement by the Contractor who, through their execution of the Agreement or a Letter of Assent binding them to this Agreement, together with their Sub-Contractors, shall have become bound hereto.

2.3 The Parties are committed to providing open access to procurement opportunities for all contractors and to assuring an adequate supply of craft workers possessing the requisite skills and training in order to provide the ratepayers a project of the highest quality. Further, the parties agree to cooperate throughout the term of this Agreement to develop methods to reduce King County's construction and project administrative costs.

ARTICLE 3 – UNION RECOGNITION

3.1 The Contractor recognizes the signatory Unions are the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this CWA. This sub- section shall not alter the preexisting legal status of any bargaining relationship between any individual Contractor and signatory Union.

ARTICLE 4 – SCOPE OF AGREEMENT

4.1 This CWA shall apply and is limited to all new and existing construction as defined in this Article and performed by those Contractor(s) and their Sub-contractor(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 CWA and covering construction, including rework, and other construction related activities originating on site and necessary to the Project as described herein ("Covered Work"). This CWA shall also apply to any art work installed by the Contractor or its Sub-contractors. Any work defined in RCW 39.12 will be subject to the CWA.
It is agreed that the Contractor shall require all Sub-Contractors of whatever tier who have been awarded contracts for work covered by this Agreement, to accept and be bound by the terms and conditions of this CWA by executing the Letter of Assent (Attachment 1) prior to commencing work. The Contractor shall assure compliance with this Agreement by the Sub-Contractors. It is further agreed that, if the CWA is silent on any issue the local crafts CBA shall prevail; where there is a conflict, the terms and conditions of this CWA shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except for all work performed under the National Transient Division Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, All instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Articles 14, 18 and 19 of this CWA, which shall apply to such work.

The fabrication or assembly, off-site, of (1) electrical components which are traditionally the work of IBEW members, (2) iron/steel components (except for manufactured components such as stairs, handrails and miscellaneous iron) which are traditionally the work of the Ironworker members, (3) pre-fabrication piping, hangers and accessories(excluding catalog items) which are traditionally the work of UA members, (4) sheet metal components which are traditionally the work of SMWIA members and (5) structural/architectural systems which are traditionally the work of PNW Regional Council of Carpenter members will be performed in shops or at off-site assembly yards employing workers whose terms and conditions of employment equal or exceed those established for employees as stipulated by the CWA. If the fabrication is performed outside the region, the fabrication will be performed in shops or assembly yards whose terms and conditions of employment equal or exceed those established in the King County area under the prevailing wage laws applicable for the appropriate classification in the locality where the work is installed.

It is understood that this is a self-contained, stand alone, CWA and that by virtue of having become bound to this CWA, neither the Contractor nor the Sub-Contractors will be obligated to sign any other local, area, or national agreement.

4.2 Items specially excluded from the scope of the Agreement include the following:

(A) Work of non-manual employees, including but not limited to, superintendents, supervisors, assistant supervisors, staff engineer 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 and suppliers and vendors who furnish and/or deliver finished goods.

(B) Artists performing work that is not subject to prevailing wage. All Artwork shall be reviewed by the Project Administrative Committee a minimum of one hundred and twenty (120) days prior to installation.

(C) Furniture, fixture and equipment installers retained by the Owner to be performed after building trades Sub-contractors have completed construction related work and or the contract completion date.

(D) Employers and their Employees controlled by the Owner.

(E) Employees engaged in any work performed on or near, or leading to or into, the Project Site by State, County, City or other governmental bodies, their retained contractors, or by public or private utilities or their contractors, or by other public agencies or their contractors.

(F) Employees engaged in maintenance on leased equipment and on-site supervision of such work.

(G) Employees engaged in warranty functions and warranty work, and on-site supervision of such work.

(H) Startup, testing and commissioning personnel employed by the Contractor or the Owner. Laboratory for specialty testing or inspections not ordinarily done by the signatory Local Unions. Note that start-up, commissioning, test, adjust and balance work is in the scope of signatory Local Unions and is not excluded.

(I) All off-site manufacture of materials, equipment, or machinery except as identified in Section 4.1.

(J) Non-construction support services contracted by the Owner or the Contractor in connection with this Project.

(K) All employees, sub-consultants and agents of the design teams or any other consultants of the Owner for specialty testing, architectural/engineering design and other professional services.

4.3 None of the provisions of this CWA shall apply to the Owner and nothing contained herein shall be construed to prohibit or restrict the Owner, or its employees from performing work not covered by this CWA on the Project Site. As areas and systems of the Project are inspected and construction tested by the Contractors and accepted by the Owner, the CWA shall not have further force or effect on such items or areas, except when the Contractor is directed by the Owner to engage in repairs, modifications, checkout, and/or warranty functions required by its contract.

4.4 The Owner or the Contractor, as appropriate, has the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or non-existence of any contracts or collective bargaining agreement between such bidder and any party to this CWA; provided that, except as provided under Article 7 such bidder shall be willing, ready and able to execute and comply with this CWA should it be designated the successful bidder.

4.5 It is understood by the parties that the Owner may at any time and in its sole discretion determine to add, modify or delete project work. The provisions of this CWA shall apply to the construction of the named Project, notwithstanding the provisions of local, area and/or national agreements which may conflict or differ from the terms of this CWA. Where a subject covered by the provisions of this CWA is also covered by a conflicting provision of a collective bargaining agreement, the provisions of this CWA shall prevail.

4.6 This CWA shall only be binding upon the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

4.7 It is agreed that all contractors, who have been awarded contracts for work covered by this CWA that is bid and awarded after the effective date of this CWA, shall be required to accept and to be bound by the terms and conditions of this CWA, and shall evidence their acceptance by the execution of a Letter of Assent, prior to the commencement of work. A signed copy of the Letter of Assent executed by the Contractor shall be immediately transmitted to the signatory Local Unions prior to the dispatch of employees to the Project Site.

4.8 The Unions agree that this CWA does not have the effect of creating any joint employment status between or among the Owner, the Contractor or any of their Sub-contractors.

4.9 None of the provisions of this CWA shall apply to King County and nothing contained herein shall be construed to prohibit King County or its employees from performing their routine work on the Project Site. King County employees will not perform work which is covered by the terms of this CWA.

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

ARTICLE 5 – UNION REPRESENTATION

5.1 Authorized representatives of the Unions shall have reasonable access to the Project, provided they do not interfere with the work of employees, and further provided that such representatives fully comply with the visitor, safety and security rules and any environmental compliance requirements established for the Project, which shall be subject to review by the Project Administrative Committee (as described in Article 8). It is understood that because of the scope of the Project and the type of work being undertaken, all visitors will be required to check in and may be limited to certain times or areas. They may also be required to be accompanied at all times while on the Project Site. However, in such circumstances, project workers shall be allowed to confer privately with their authorized Union representatives. The Contractor recognizes the right of access set forth in the Section and such access will not be unreasonably withheld from an authorized representative of the Union.

5.2 The Unions signatory hereto shall have the right to designate a Steward for each Sub-contractor signatory with that craft type, one (1) working journeyman as Steward for all related craft personnel, who shall be recognized as the Union's representative for a signatory hereto. Such designated Stewards 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 Steward on the Project.

5.3 The working Steward will be paid at the applicable prevailing wage rate for the job classification in which he/she is employed.

5.4 The Union may appoint a Steward for each shift, should multiple shifts be utilized.

5.5 A Steward 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 proper Union activities. The Unions agree that such activities shall not unreasonably interfere with the Steward's work for the Contractor or its Sub-contractors.

5.6 It is recognized by the contractor that the employee selected as steward shall remain on the job as long as there is work within the craft for which he/she is qualified, willing, and able to perform. The Contractor shall be notified in writing of the selection of each Steward. The Contractor shall be responsible for notifying the Unions prior to terminating a Steward as follows:

For Cause or Voluntary Quit	As soon as possible after it becomes known to the Contractor either by telephone call or electronic means.

Reduction in Force	Forty-eight (48) Hours prior written notice.

5.7 The Steward may not cause or encourage work stoppage, and, if found guilty of instigating such action, will be subject to discipline by the Contractor, and/or the Contractor's Sub-contractors, up to and including discharge or/and removal from the Project.

5.8 The Steward's duties shall not include hiring and termination, nor shall he/she cause any interference with work progress.

5.9 The Steward shall be given the option of working all reasonable overtime within his/her craft and shift providing he/she is qualified to perform the task assigned.

ARTICLE 6 – MANAGEMENT RIGHTS

6.1 Subject to the requirements of the Construction Contract and the terms of this CWA, the Contractor and the Contractor's Sub-contractors retain full and exclusive authority for the management of its operations. The Contractor and the Contractor's Sub-contractors shall direct their working forces at their sole prerogative, including, but not limited to, hiring, promotion, transfer, lay-off, discipline or discharge for just cause; the selection of foremen and general foremen; the assignment and scheduling of work; and, the requirement of overtime work, the determination of when it will be worked, and the number and identity of employees engaged in such work. The promulgation of reasonable work rules shall be subject to the review of the Project Administrative Committee (as described in Article **8**). No rules, customs, or practices, which limit or restrict productivity, efficiency or the individual and/or joint working efforts of employees shall be permitted or observed.

6.2 No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Contractors and the Contractor's Sub-contractors may, in its sole discretion, utilize the most efficient method or techniques of construction, tools, or other labor-saving devices.

6.3 The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth. The Contractors and the Contractor's Sub-contractors therefore, retain all legal rights not specifically covered by this Agreement.

6.4 Except as otherwise expressly stated in this CWA, there shall be no limitation or restriction upon the Owner or the Contractor's choice of materials or design, nor, regardless of source or location upon the full use, and installation and utilization of equipment, machinery, package units, pre-casts, pre-fabricated, prefinished, or pre-assembled materials, tools, or other labor-saving devices. The Owner or the Contractor may without restriction install or otherwise use materials, supplies or equipment regardless of their source. 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. If there is any disagreement between the Contractor and the Union concerning the manner or implementation of such device or method of work, the implementation shall proceed as directed by the Contractor and the Union shall have the right to grieve and/or arbitrate the dispute as set forth in Article 19 of this CWA.

ARTICLE 7 – PRE-JOB CONFERENCES AND PRE-JOB PACKAGES

7.1 The Contractor and the Contractor's Sub-contractors at all tier levels shall be required to attend a pre-job meeting at least two (2) weeks prior to the commencement of construction activities including any additions or expansion of the original scopes to the Construction Contact. The Contractor agrees that all Sub-contractors will be required to arrange such a pre-job conference through the Owners CWA Administrator. The Contractor may attend with the Subcontractor, but is not required. In addition to the information developed relative to the scope

of work and trade craft assignments at the pre-job conference, the Contractor and its Sub-contractors will present all information available regarding starting date for the work, duration of job, estimated peak employment and any other conditions deemed peculiar to the particular contract or subcontract. The Contractor shall provide the CWA Agreement and Priority Hire requirements and aspirational hiring goals for the Project to all Subcontractors.

Each Subcontractor shall submit a Pre-Job Package prior to attending a pre-job conference to the Contractor who then submits it to King County. The Pre-Job Package includes the Letter of Assent, Pre-Job Form, and if applicable the Core Worker list and supporting documentation. See CWA Article 9 - Hiring Procedures.

The Contractor shall submit the Pre-Job Package for self-performed work along with the Health and Safety Plan in accordance with the Contract Documents prior to attending a Pre-Job Conference with Unions and the County.

7.2 The Contractor and any of its Sub-contractors who fail to attend such pre-job conference prior to the commencement of work shall be considered in violation of this CWA. The appropriate Building Trades Council and/or Carpenter's representative shall immediately notify the Owner of violation. The Owner shall require the Contractor to take corrective action regarding this matter.

ARTICLE 8 – PROJECT ADMINISTRATIVE COMMITTEE

8.1 The parties to this CWA hereby recognize the necessity of cooperation and the elimination of disputes, misunderstandings or unfair practices on the part of any Party, and to secure this end, it is hereby agreed that a Project Administrative Committee (PAC) shall be established to be comprised of the Contractor's representatives, the Unions party to the CWA, a representative of the Building Trades Council, and the Owner's CWA Administrator, who shall meet at the Building Trades Council's office according to a mutually agreeable monthly schedule. The PAC is tasked with addressing safety, compliance with Priority Hire requirements, apprenticeship utilization, preferred entry, job progress and other relevant issues that will affect the project. The contractor shall attend the PAC meetings as required, but not less than once each month, track Priority Hire Worker utilization and maintain copies of Craft Request Forms for the duration of the project.

Representatives of Sub-contractors, at every tier level, may also be required to attend PAC meetings. The Owner's CWA Administrator shall serve as the chair of the PAC. The Unions shall at such meetings present facts concerning any violations of any part of the CWA by the Contractors or its Sub-contractors. Additionally, the Unions agree to notify the Owner's CWA Administrator upon discovery of a potential violation of this CWA. They shall also bring up any practice by the Contractor or the Contractor's Sub-contractors, which in their opinion might lead to a misunderstanding or dispute between the Parties. The Contractor or the Contractor's Sub-contractors shall bring in any complaints regarding failure of any employee or employees, or of the Unions to carry out any and all provisions of the CWA.

8.2 Any agreement or resolutions reached pursuant to the preceding paragraph shall not supersede, alter, modify, amend, add to or subtract from this Agreement unless specifically expressed elsewhere in this agreement. Prior to being effective, any amendments or revisions to this CWA shall be in writing and signed by all the Parties hereto.

8.3 All Parties signatory to this CWA acknowledge the importance of attendance and active support of the Project Administrative Committee and agree to participate in the meetings as their responsibility on the Project requires.

8.4 The PAC shall meet as required, but not less than once each month, to review the operation of the CWA.

8.5 The PAC shall be convened within forty-eight (48) hours on an emergency basis at the request of any party to the CWA.

8.6 The Owner is a party in interest and shall be sent contemporaneous copies of all notifications required under this article, and at their option, shall initiate or participate as a full party in any proceeding initiated under this Article.

ARTICLE 9 – HIRING PROCEDURES AND PRIORITY HIRE REQUIREMENTS

9.1 It is agreed that affirmative action shall be taken to afford equal employment opportunity to all qualified persons without regard to race, creed, color, sex, age, marital status, religion, sexual orientation, ancestry, veteran status, disability or national origin. This shall be applicable to all matters relating to hiring, training, promotion, transfer or termination of employees. Furthermore, the parties agree to cooperate to the fullest extent to achieve the intent and purpose of the applicable regulations of Title VII, Civil Rights Act of 1964, and Executive Order No. 11246, or such laws or Executive Orders as may supersede them. This Agreement is subordinate to the Equal Employment/Affirmative Action Resolutions and Apprenticeship Program requirements for the Project. Subject to the terms and conditions herein, to the extent the Contractor and its Sub-contractors, despite reasonable efforts, are unable to meet the objectives and requirements set forth in this Article through use of craft employees represented by any Union signatory, the Contractor and its Sub-contractors shall be allowed to recruit from any other source and such recruits will have seven (7) days to register with the applicable Local Union.

9.2 In accordance with the Construction Contract the Contractor shall provide qualified and competent employees to manage and perform the Contract Work. The Contractor has the right to determine the competency of all employees, the number of employees required, and shall have the sole responsibility for selecting employees to be laid off, consistent with Article 9.

9.3 The Owner has set a requirement for the Project that directs the Contractor and subcontractors to utilize qualified and competent workers from economically distressed ZIP codes ("Priority Hire Workers") for a specified share of total hours worked on the Project by apprentices and journey-level workers. Workers that qualify towards those requirements shall be called "Priority Hire Workers." The Contractor's failure to allow adequate time to comply with the requirements and processes of the CWA and Priority Hire are non-excusable delays.

Any labor hours performed by workers living outside of Washington will be excluded from Priority Hire Worker calculations when determining whether the percentage requirements of total Priority Hire Worker hours have been achieved.

9.4 Union Referrals:

(A) For Local Unions now having a job referral system, the Contractor agrees to comply with such system and it shall be used exclusively by the Contractor and Sub-contractors. Such job referral system will be operated, as set forth herein, in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and nondiscrimination, and referrals shall not be affected by obligations of Union membership or the lack thereof.

(B) By Contractor or Subcontractor request, the Unions shall prioritize dispatch of Priority Hire Workers who are residents of King County's economically distressed ZIP codes. (Exhibit 4)

(C) The Contractor may reject any referral for any lawful nondiscriminatory reason, provided it complies with Article 10.8 regarding reporting pay. Upon referral or dispatch from a Union, "turnaround" or refusal of any worker by the Contractors, requires written explanation from the Contractor that shall be communicated from the Prime Contractor to the County CWA Administrator and the affected Union within forty-eight (48) hours.

9.5 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 any contractor (with the exception of Saturdays, Sundays, and holidays), the

Contractor may employ applicants from any other available source. The Contractor shall inform the Union in writing 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, and such applicant will have seven (7) days to register with the Local Union.

9.6 Union security provisions in Local union collective bargaining agreements shall govern.

9.7 Except as required by law, the Local Unions shall not knowingly refer an employee currently employed by any Contractor working under this CWA to any other contractor.

9.8 The Parties recognize the Owner's commitment to provide opportunities to participate on the Project to business enterprises which may not have previously had a relationship with the Unions signatory to this CWA. To ensure that such enterprises will have an opportunity to employ their core ("Core") employees on this Project, the Parties agree that in those situations where any contractor, not a party to a current collective bargaining agreement with the signatory Union having jurisdiction over the affected work is a successful contractor, such Contractor, or its Sub-contractor, may request by name, and the Local will honor, up to a maximum of three (3) designated core employees, provided that the Contractor first demonstrate that those persons possess the following qualifications:

(A) Possess any license required by state or federal law for the Project work to be performed.

(B) Have worked a total of at least one thousand (1,000) hours in the construction craft during the prior three (3) years.

(C) 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 Execution.

(D) Have the ability to perform safely the basic functions of the applicable trade.

9.9 Core employees who meet the aforementioned qualifications will be dispatched as follows:

(A) The Contractor or any Sub-contractors may request by name, and the Union will honor by referral, up to a maximum of three (3) designated core employees on an alternating basis with the Contractor or its Sub-contractors selecting first.

- Core Employee
- Union Referral
- Core Employee
- Union Referral
- Core Employee
- Union Referral

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

(B) The Contractor and Subcontractors shall request all craft workers from union hiring halls for dispatch using a Craft Request Form (exhibit 6). Core Workers of Contractors or Subcontractors which may not currently have had a relationship with the Unions signatory to this CWA are also required to be dispatched from union hiring halls.

(C) It is agreed that specific terms and conditions governing hiring and assignment of Union workers in supplement to small Contractor's existing core employees (who would be displaced by the local referral procedure) may be negotiated jointly by the Contractor and applicable local Union.

(D) For the duration of the Contractor's work the ratio of Core employees to hiring hall referrals shall be maintained and when the Contractor's workforce is reduced, employees shall be reduced in the same ratio as was applied in the initial hiring.

(E) The Contractor and any of its Sub-contractors attempting to circumvent the hiring provisions of this CWA by misclassifying any of its employees as supervisors or foremen shall forfeit their right to employ Core employees on this Project.

(F) No Core employee covered by this CWA shall be required to join any Union as a condition of being employed on the Project; provided, however, that the Union security provisions of Local Union collective bargaining agreements govern. The Contractor agrees to deduct any applicable dues or representation fees from the pay of any employee who executes a voluntary authorization for such deductions and to remit the dues or fees to the Union(s).

(G) Contractors are responsible for honoring Union dues or representation fees check-off (for union members and Core Workers) and will remit the funds appropriately. Additionally, the Contractor will contribute to the appropriate joint labor/management employee craft benefit trust funds(s) as set forth in the applicable collective bargaining unit agreement.

9.10 The selection of craft foremen and/or general foremen and the number of such foremen and/or general foremen required shall be entirely the responsibility of the Contractor and Sub-contractors. Craft foremen shall be designated working foremen at the request of the Contractor and Sub-contractors. Craft workers covered by this CWA will, in the normal day-to-day operations, take their direction and supervision from their foreman.

ARTICLE 10 – HOURS OF WORK, OVERTIME, SHIFTS, AND HOLIDAYS

10.1 HOURS OF WORK: Eight (8) hours shall constitute a standard work day. Five (5) days, Monday through Friday, shall constitute a standard work week. Standard shift workday shall be worked between the hours of 6:00 a.m. to 6:00 p.m. Monday through Friday for first shift with one-half hour unpaid lunch period. The Contractor may vary the start time to take advantage of daylight hours, weather conditions or shifts, to permit an even and manageable flow of workers to the jobsite, to accommodate project constrains, or to comply with local permit conditions. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week. The Contractor shall provide notification of change in hours of work to the Unions in writing five (5) days prior to implementation. Work hours shall be uniform for all crafts.

10.2 4/10 WORK SCHEDULE: A Contractor, per the local collective bargaining agreement, may elect to work a four ten-hour day schedule ("4/10"), Monday through Thursday or Tuesday through Friday. Ten (10) hours, between 6:00 a.m. and 6:00 p.m., shall constitute a workday on a 4/10 schedule. Any 4/10 schedule must be worked for a minimum of two (2) weeks. The Contractor shall contact the CWA Administrator and the Union to notify them of which shift they will be using.

10.3 LUNCH PERIOD: The Contractor and its Sub-contractors will schedule an unpaid meal period of one-half (1/2) hour's duration at the work location approximately at the midpoint of the scheduled work shift

(A) Any employee working through the regularly established lunch period shall be paid an additional one-half (1/2) hour at the applicable overtime rate and shall eat their lunch on the Contractor's time.

(B) By mutual agreement between the Union and the Contractor, an additional hour of overtime pay may be provided in lieu of above.

(C) Employees working more than two (2) hours after the end of the regular eight (8) hour shift or one (1) hour after the end of the regular four (4) tens (10), ten (10) hour shift shall be furnished a meal and paid one-half (1/2) hour at the applicable wage rate and every five (5) hours thereafter, employees shall be given time for a meal. Mealtime shall be paid at the regular overtime rate and adequate lunch be provided by the Employer at the Project Site.

(D) By mutual agreement between the Union and the Contractor an additional hour of overtime pay may be provided in lieu of above.

Break periods will be in accordance with applicable Washington State laws/rules and regulations.

10.4 SHIFTS: Shift work may be performed at the option of the Contractor upon three (3) working days' prior written notice to the Union(s) and the CWA Administrator, and in accordance with the applicable local crafts collective bargaining agreement (CBA), and shall continue for a period of not less than five (5) working days.

Saturday and Sunday work hours shall be as allowed by the local authorities having jurisdiction and the requirements of the Construction Contract.

10.5 OVERTIME: Except as otherwise required by the applicable prevailing wage determination, overtime will be paid at the rate of one and one-half (1-1/2) times the applicable straight-time hourly rate for work performed by an employee in excess of eight (8) hours daily, Monday through Friday on a five eight-hour day schedule, or for work performed in excess of ten (10) hours daily, Monday through Thursday or Tuesday through Friday, on a four ten-hour day schedule, or forty (40) hours per week. All work on Saturday, Sunday and holidays will be paid at the applicable overtime calculation rate as required by RCW 39.12. There will be no restriction on the Contractors' scheduling of overtime or the non-discriminatory designation of employees who will work the available overtime. There shall be no pyramiding of overtime pay under any circumstances.

10.6 HOLIDAYS: Recognized holidays shall be in accordance with the Prevailing Wage statute by craft, but at a minimum shall include as follows: (1) New Year's Day, (2) Martin Luther King's Birthday, (3) Memorial Day, (4) Fourth of July, (5) Labor Day, (6) Thanksgiving Day and (7) Friday after Thanksgiving Day and (8) Christmas Day. Recognized holidays under this CWA shall be celebrated on the date the holiday is celebrated by the Owner. Work may be performed on Labor Day when circumstances warrant, i.e. the preservation of life and/or serious property damage. There shall be no paid holidays. If employees are required to work on a holiday, they shall receive the appropriate overtime rate as provided for by RCW 39.12.

10.7 It will not be a violation of the CWA when the Contractor or Owner considers it necessary to shut down the Project 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 or the Sub-contractors request employees to stand by, the employees will be compensated for the stand by time as per the provisions of Article 10.8 (a).

10.8 REPORTING TIME (show up time)

(A) Reporting Pay: Employees reporting for work and for whom no work is provided, except when given notification, two (2) hours prior, not to report to work, shall receive two (2) hours pay at the regular straight-time hourly rate. Employees who are directed to start work shall receive four (4) hours pay at the regular straight time hourly rate. Employees who work beyond four (4) hours, shall be paid for actual hours worked. Whenever reporting pay is provided for employees, they may be required to remain at the Project Site available for work for such time as they receive pay, unless released earlier by their supervisor. Each employee shall furnish his/her Contractor with his/her current address and telephone number, and shall promptly report any changes in each to the Contractor. When an employee is sent to the jobsite from the Union referral facility in response to a request from the Contractor for an employee for one (1) day and starts work at the designated starting time for his/her shift, the employee will be paid a minimum of eight (8) hours for that day.

(B) Make-up Day: If the project is shut down by the Contractor and the employees are unable to perform work for forty (40) hours in any work week due to weather or other conditions over which the Contractor has no control, the Contractor(s) may, to the extent permitted by the applicable prevailing wage law, schedule a make-up day (Saturday for 5/8 schedule; Friday or Monday for 4/10 schedule). All hours worked on a make-up day to complete the forty (40) hours for the standard workweek shall be paid at the straight time rate of pay. Any

hours in excess of the standard workweek worked on Saturday shall be paid at time and one-half the straight time rate of pay. For make-up day work, the full crew must be scheduled. The make-up day may not be utilized on an individual employee basis or to make up holidays. Make-up days are voluntary and should a crew member decline the make-up day's work, the Contractor may select a member of another crew as a replacement, or allow the crew to work without the regular crew member. All make-up day work will be scheduled for a full work day

(C) Discharge Departure: When an employee leaves the job or work location of his/her own volition or is discharged for cause or is not working as a result of any contractor's invocation of Article 10.7, the employee shall be paid only for actual time worked.

(D) Premium Rate Day: In all cases, if the employee is reporting on a day on which an overtime rate is paid, reporting pay shall be calculated at that rate.

ARTICLE 11 – APPRENTICESHIP

11.1 The parties recognize the need to maintain continuing support of apprenticeship programs designed to develop adequate numbers of competent workers in the construction industry. Such programs enable workers to enter the labor pool fully qualified to earn a family wage on construction jobs. The Unions agree to support and to enhance such programs to provide training and job opportunities to these new work force entrants. The Contractors will employ apprentices in their respective craft to perform work customarily performed by the craft in which they are registered and within their capabilities.

11.2 Apprenticeship Requirements and Utilization Goals: The Contractor shall ensure that no less than fifteen percent of the total Contract labor hours utilized, per craft, on the Project are performed by Apprentices registered with the Washington State Apprenticeship and Training Council (WSATC).

Consistent with any restrictions contained in applicable state or federal law and regulations, including those governing equal employment opportunity, prevailing wage and apprenticeship requirements and limitations, the parties will jointly use good faith efforts or best efforts, to meet or exceed the following project requirement for apprenticeship utilization:

(A) The Contractor and the Sub-contractors at all tier levels shall be required to make Good Faith Efforts to achieve a requirement of 15% of all labor hours to be performed by apprentices on their particular contract or subcontract.

(B) "Good faith efforts or best efforts" means the strongest possible efforts that the Contractor and its Sub-contractors can reasonably make to meet the established apprentice requirement and hiring goals.

(C) The following identifies the hiring goals for minorities and women based on the total Apprentice Utilization Requirement percentage for this project:

Minorities	**21%**
Women	**12%**

11.3 DEVELOPMENT OF A SKILLED CONSTRUCTION WORKFORCE: King County supports the development of a skilled construction workforce through appropriate apprenticeship and training organizations, particularly for minorities, women, Priority Workers and others facing significant employment barriers. The County also supports pre-apprenticeship programs such as Seattle Vocational Institute Pre-Apprenticeship Construction Training program (PACT), Washington Building Trades Pre-Apprenticeship Construction Education (PACE) program, Apprenticeship and Nontraditional Employment for Women and Men (ANEW), Youth Build, Pacific Northwest Ironworkers Pre-Apprenticeship and Helmets to Hard Hats in their goals to assist workers with particular barriers.

11.4 APPRENTICE UTILIZATION PLAN: The Contractor and the Contractor's Sub-contractors shall prepare and submit a plan for participation of SAC-registered apprentices to the Owner at the pre-job conference. The Contractor and each Sub-contractor shall estimate the total contract labor hours to be worked on the construction contract awarded to it and shall establish the anticipated apprenticeship participation by craft and hours. Diversity goals for the use of apprentices are identified in Section 11.2 (c) of this Article.

The first month following issue of the Notice to Proceed and until the Contractor obtains written Final Acceptance from the Owner, the Contractor shall submit a monthly report for its self and all Sub-contractors and suppliers to King County's online Contract and Apprenticeship Report Tracking System (CARTS) on the numbers of apprentices and journey workers used by craft and trade at each tier and level of work.

11.5 SUPPORT FOR PRE-APPRENTICESHIP THROUGH PREFERRED ENTRY: The Parties agree to construct and expand pathways to livable wage jobs and careers in the construction industry for community residents through collaborative workforce development systems involving community-based training providers and Union-based apprenticeship programs. The purpose of this program is to facilitate a workforce reflective of the diversity of the County's population.

The Preferred Entry program, as defined by this Agreement will identify individuals, especially women, minorities, disadvantaged youth and those from economically distressed ZIP codes as defined by King County, who are compliant with the entry standards for WSATC apprenticeship programs that allow for preferred entry of qualified applicants into their programs. Preferred Entry candidates shall be placed with contractors working on the Project utilizing an interview process, as first period apprentices. The purpose of this program is to facilitate a workforce reflective of the population of King County, supporting goals of workforce inclusiveness.

Overall the Contractor must demonstrate how one (1) of each five (5) Apprentices will come from a State recognized Pre-Apprenticeship programs or other mutually agreed-upon programs that serve people living in economically distressed ZIP codes, minorities, disadvantaged youth, women and/or veterans.

The Contractor shall ensure compliance with the preferred entry requirement that one (1) of every five (5) Apprentices on the project is from a recognized pre-apprentice training program and receive preferred entry into apprenticeship and onto covered projects per the processes outline in this Article 11. Preferred entry candidates must meet all of the following qualifications to be counted toward the preferred entry requirement:

(1) Graduate of a recognized pre-apprentice training program as defined in this CWA Agreement or Helmets to Hardhats referral and;

(2) Be employed at least 700 hours on the project.

Contractors agree to hire Preferred Entry apprentices as early as possible in the Project.

If preferred entry apprentices are available, proceed with the hiring process, as described in Article 9 and provide appropriate documentation to King County.

The hours worked by eligible preferred entry qualified apprentices hired from distressed economic ZIP codes will count towards the Contractors' accomplishment of the Priority Hire Worker requirement.

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

ARTICLE 12 – HELMETS TO HARDHATS

12.1 The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center or Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program and other appropriate veteran's programs, to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring support network, employment opportunities and other needs as identified by the parties.

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

12.3 The hours worked by qualified veteran applicants from within the economically distressed ZIP codes, as defined by King County, will count towards the Contractors' accomplishment of the Priority Worker requirements.

ARTICLE 13 – PAYDAY

13.1 All employees covered by this CWA shall be paid by check and/or direct deposit and shall be according to the applicable craft's CBA. Paychecks shall be drawn on a local bank, or the Contractors shall make local check-cashing facilities available to the employees. No more than five (5) days' wages may be withheld. Any employee who is discharged or laid off shall be entitled to receive all accrued wages immediately upon discharge or layoff. Notification of layoff shall be at the Contractor's discretion but shall not be given later than the end of the work shift on the date the layoff is to be effective.

13.2 A penalty for a delinquent paycheck shall be paid, in addition to all wages due to the employee, according to the applicable craft's CBA.

ARTICLE 14 – CRAFT JURISDICTION AND JURISDICTIONAL DISPUTES ADJUSTMENT

14.1 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. (Exhibit 2).

14.2 All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions, Pacific NW Regional Council of Carpenters, parties to this CWA, shall be settled and adjusted according to The 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 CWA. Written notification and a copy of the decision shall be provided to the Owner.

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

14.4 Each Contractor will be required to conduct a pre-job conference, coordinated by the Owner's CWA Administrator, with the Building and Construction Trades Council prior to the initial commencement of work, and on an as needed basis for projects with multiple phases and/or start dates. The purpose of this pre-job

conference is to promote communication and provide the parties an opportunity to review the work prior to the start of construction. The Contractors will be advised in advance of all such conferences and shall participate.

14.5 Any award or resolution made pursuant to this procedure, shall be final and binding on the disputing Unions and the involved Contractor under this CWA 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 CWA. In all disputes under this Article, the Contractor shall be considered a party in interest.

ARTICLE 15 – WORK RULES

15.1 Employment begins and ends at the jobsite.

15.2 Employees shall be at their place of work at the designated starting time and shall remain at their place of work until the designated quitting time. Place of work shall mean gang boxes, change shacks or other designated tool storage areas or at assigned equipment. Employees shall remain on the Project and at their place of work through the work day except during breaks and lunch.

15.3 There shall be no limit on production by workers nor restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trade and shall work under supervision of craft foremen. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations: provided, however, legitimate manning practices that are a part of national and/or local agreements shall be followed.

15.4 Security procedures for control of tools, equipment and materials are solely the responsibility of the Contractors and/or its Sub-contractors. Employees having any company property or property of another employee in their possession without authorization are subject to immediate discharge. The Contractors will be responsible for the establishment of reasonable job security measures for the protection of personal company and client property.

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

15.6 Recognizing the nature of the work being conducted on the site, employee access by private automobile may be limited to certain roads and/or parking areas.

15.7 The Owner or the Contractor(s) may establish reasonable Project rules, as they deem appropriate and not inconsistent with this Agreement, however, such rules shall be subject to review by the PAC. These rules will be explained at the pre-job conference and posted at the Project Site by the Contractor(s) and may be amended.

15.8 Parking at or near the jobsite (within three (3) city blocks or one thousand (1,000) feet will be provided to the workers at no cost.

- If parking cannot be provided within three (3) city blocks or one thousand (1,000) feet, transportation between the parking area and the jobsite shall be provided by the contractor with the employees going in on their time and out on the Contractor's time.
- If the transportation time exceeds fifteen (15) minutes each way the time shall be compensable.
- Parking shall be reimbursed if workers are required to park in a private lot.

ARTICLE 16 – MISCELLANEOUS PROVISIONS

16.1 All inspection of incoming shipments of equipment, apparatus, machinery, and construction materials of every kind shall be performed at the sole discretion of the Owner, or Contractors by persons of their choice.

16.2 The Owner or Contractors shall have the right to have equipment, apparatus, machinery, and construction materials of every kind delivered to the jobsite by persons of their choice except as otherwise set out herein.

16.3 The Owner shall have the right to test, operate, maintain, remove and replace all equipment, apparatus or machinery installed, or to be used in connection with such installation on the work site with employees, agents or representatives of the Owner who shall work under the direct supervision of the Owner, as applicable if such supervision is deemed desirable.

16.4 Any employee who willfully damages the work of any other employee, or any material, equipment, apparatus, or machinery shall be subject to immediate termination.

16.5 In the interest of the future of the construction industry in the Puget Sound area, of which labor is a vital part, and to maintain the most efficient and competitive posture possible, the Unions pledge to work with management on this Project to produce the most efficient utilization of labor and equipment in accordance with this CWA.

ARTICLE 17 – SAFETY, HEALTH AND SANITATION

17.1 The Contractor, its Sub-contractors and the Unions signatory to this Agreement will form a Joint Labor/Management Safety Committee that shall be incorporated into the Project Administrative Committee. At this meeting reports will be given on safety programs instituted by the Contractor and the individual contractors on the Project Site and to discuss and advise such parties of the CWA with regard to recommended safety programs and procedures in order to maintain the highest level of occupational safety possible on the Project Site.

17.2 The Contractor, the Contractor's Sub-contractors and their respective employees shall comply with all applicable provisions of State and Federal laws and regulations including the Occupational Safety and Health Act of 1970 as amended.

17.3 The Contractor or its Sub-contractors shall provide a convenient and sanitary supply of drinking water, cooled in the summer months, and sanitary drinking cups.

17.4 The Contractor or its Sub-contractors shall provide adequate sanitary toilet facilities, water and clean up facilities for the employees. Dry shacks for breaks and employee's personal equipment storage shall be per the local CBAs.

17.5 Violators of the safety program will be subject to termination for cause and may be rehired after 90 days.

17.6 All required safety equipment shall be provided by the Contractor or its Sub-contractors.

ARTICLE 18 – NO STRIKE-NO LOCKOUT

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

18.2 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.

18.3 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.

18.4 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.

18.5 There shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity affecting the Project Site during the duration of this CWA. 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 18.6 of this Article.

18.6 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 (to be mutually determined) who the parties agree shall be the Arbitrator under this procedure. Notice to the Arbitrator shall be by the most expeditious means available, with notice by facsimile, email 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 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 email, facsimile, or any other effective written means, of the place and time 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 CWA 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 the 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 18.6 (d) above, the Party or Parties found to be in violation shall pay as liquidated damages the following amounts: For the first shift in which the violation occurred, $10,000; for the second shift, $10,000; for the third shift, $10,000; for each shift thereafter on which the craft has not returned to work, $10,000 per shift. The specific damages in this Section shall be paid to the Owner. The Arbitrator shall retain jurisdiction to determine compliance with this Section and Article.

18.7 The procedures contained in Section 18.6 through 18.6 (h) shall be applicable to violations of this Article. Disputes alleging violation of any other provision of this CWA, 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 19 Grievance Procedure.

18.8 The Owner and Contractor are each a party of interest in all proceedings arising under this Article and Articles 14 and 19 and shall be sent copies of all notifications required under these Articles and shall initiate or participate as a full party in any proceeding initiated under this Article.

ARTICLE 19 – GRIEVANCE PROCEDURE

19.1 This CWA 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.

19.2 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.

19.3 Any question or dispute arising out of and during the term of this CWA (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 CWA feels they have been aggrieved by a violation of this CWA, through their local Union business representative or job steward, shall, within ten (10) working days after receiving notice of 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 CWA 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 or designee 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) working 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) working days thereafter that the grievance be submitted to the mutually agreed upon Arbitrator. The decision of the Arbitrator shall be final and binding on all Parties. The fee and expenses of such Arbitration shall be borne equally be 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 CWA.

19.4 The Owner and Contractor 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 20 – GENERAL SAVINGS CLAUSE

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

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

ARTICLE 21 – TERMS OF AGREEMENT

21.1 This Community Workforce Agreement shall become effective on 2/15/2019, and shall continue only until the Project is completed or abandoned by the Owner, or by the Contractors for the Project.

21.2 During the completion phase of the project, the following procedures will remain in effect:

(A) **Turnover:** Construction of any phase, portion, section or segment of the Project shall be deemed complete when such phase, portion, section or segments has been turned over to the Owner by the Contractor(s) and the Owner has accepted such phase, portion, section or segment. As areas and systems of the Project are inspected and construction tested and/or approved by the Owner, the Agreement shall have no further force or effect on such items or areas, except when a Sub-contractor is directed by the Contractor(s) or the Owner to engage in repairs or modifications required by its contract(s) with the Owner.

(B) **Notice:** Written notice of each final acceptance received by the Contractor(s) will be provided to the Building Trades Council(s) with a description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch list," and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the Owner and a letter of completion/Final Acceptance is given by the Owner to the Contractor(s). A copy of the "punch list" will be available to the Unions.

(C) **Termination:** Final termination of all obligations, rights and liabilities and disagreements shall occur upon receipt by the Building Trades Council(s) of a written notice from the Owner or Contractor(s) saying that no work remains within the scope of the Agreement for the Contractor(s) or their successor(s).

ARTICLE 22 – WAGE SCALES AND FRINGE BENEFITS

22.1 In consideration of the desire of the Owner, the Contractors and the Unions for all construction work to proceed efficiently and economically and with due consideration for protection of labor standards, wages and working conditions, all parties agree that:

22.2 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. This requirement applies to laborers, workers and mechanics, employed by the Contractors, or by any other person who performs a portion of the work contemplated by this Agreement and which is covered by the terms hereof.

The Contractor is responsible for assigning the appropriate classification to all laborers, workers or mechanics that perform any work under this Agreement, in conformance with the scope of work descriptions established by the Industrial Statistician of the Washington State Department of Labor and Industries (L&I) and subject to Jurisdictional Disputes processes provided in this Agreement. See CWA Article 14 - Craft Jurisdiction and Jurisdictional Disputes Adjustment and Article 19 – Grievance Procedures, where applicable.

22.3 The Contractor(s) and its Sub-contractors will recognize the applicable Federal and/or State Prevailing Wage Rate Determinations as the minimum rates to be paid to all craft employees, including general foreman, foreman and apprentices during the life of the project. Further, the Contractor(s) and its Sub-contractors will recognize all changes of wages and fringes on the effective date(s) of the individual craft local collective bargaining agreement. It is further agreed that any retroactive increases will be recognized provided it is part of the negotiated settlement.

22.4 The current Washington state prevailing wage rates (PWR) for the inception of this project are dated 20____. Such Washington PWR which have been provided to the parties hereto by the industrial statistician of the Washington State Department of Labor and Industries will be available for review at the L&I website at: http://www.lni.wa.gov/prevailingwage/ and are incorporated into this Agreement as if set forth herein.

22.5 In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives the matter shall be referred for determination to the DIRECTOR OF THE DEPARTMENT OF LABOR AND INDUSTRIES of the State of Washington.

The Contractor and all subcontractors are required to pay into an appropriate joint labor/management employee benefit trust(s) ("Trust Fund"), regardless if they participate in an employer-sponsored benefit plan(s). Contractor and Subcontractors are required to complete trust documents and submit the documents to the Trust Fund for each worker and to pay into the Trust Fund as required by that Trust Fund's schedule.

If any Subcontractor does not pay into the Trust Fund, the Union may provide notice to the Contractor and King County in the form of a grievance or other communication.

(A) If after ten (10) business days from such notice, delinquencies remain unpaid, the Contractor (if different) shall withhold an amount to cover the delinquency from any unpaid funds otherwise due and owing to the delinquent subcontractor, and shall not release such withholding until the delinquent Subcontractor is in compliance.

(B) The delinquent Subcontractor, and the Contractor (if different), by mutual agreement, may identify other agreeable solutions that assure timely payment to the Trust Fund. If the delinquent amounts are undisputed in whole or in part between the Trust Fund and the delinquent Subcontractor, the Contractor (if different) shall issue a join check to the Trust Fund with the Subcontractor named in the amount of the undisputed delinquency.

22.6 Copies of the Union Trust Agreements are available upon request.

ARTICLE 23 – DRUG FREE WORKPLACE

23.1 The parties to this CWA agree that the Contractor shall implement a Drug Free Workplace Policy and Program for the duration of this CWA. Such policy will be administered in accordance with the provisions of the ALCOHOL AND DRUG POLICY included as an Exhibit 1 to this CWA. The drug and alcohol testing program implemented must be equal to or better than the King County program. All drug and alcohol testing procedures must be administered by an independent third party agency approved in advance by the CWA Administrator. The CWA Administrator has the right and authority to conduct an audit of the administration of the drug and alcohol testing procedures being implemented.

KING COUNTY ENDORSEMENT

The authorized signature by the undersigned affirms the approval of this Agreement by King County and its adoption of this Agreement as a bid specification for contracts covering all work within the scope of this Agreement.

FOR THE PARTIES:

King County:

Rob Gannon
General Manager

27. FEB. 2019
Date:

Seattle Building & Construction Trades Council:

Monty Anderson
Executive Secretary

2-15-19
Date:

Northwest National Construction Alliance II:

FOR DAN HUTCHINS

Dan Hutchins
PNWRCC Contract Administrator

2/12/19
Date:

Heat & Frost Insulators & Allied Workers Local 7

Signature: _____

Todd Mitchell
Business Manager

Bricklayers & Allied Craft Workers Local 2

Signature: _____

Jesse Sanden
Business Representative

Boilermakers Local 502

Signature: _____

Tracey Eixenberger
Business Manager

Cement Masons & Plasterers Local 528

Signature: _____

Eric Coffelt
Business Manager

IBEW Local 46

Signature: _____

Bud Allbery
Business Manager

IUPAT District Council 5

Signature: _____

Denis Sullivan
Business Manager

Elevator Constructors Local 19

Signature: _____

Patrick Strafer
Business Manager

UA Plumbers & Pipefitters Local 32

Signature: _____

Jeffery J. Owen
Business Manager

Iron Workers Local 86

Signature: _____

Chris McClain
Business Manager

Roofers Local 54

Signature: _____

Steve Hurley
Business Manager

Laborers Local 242

Signature: _____

Dale Cannon
Business Manager

Sheet Metal Workers Local 66

Signature: _____

Tim Carter
Business Manager

Sprinkler Fitters Local 699

Signature: _____

Stanton Bonnell
Business Manager

Teamsters Local 174

Signature: Carl R Hasch

Rick Hicks
Executive Secretary

Operating Engineers Local 302

Signature Margo Meyer signed for:

Darren Konopaski
Business Manager

SEATTLE'S BUILDING TRADES UNIONS

LETTER OF ASSENT FOR THE _____

King County

The undersigned, as a Contractor(s) or Subcontractor(s) on a Contract which is part of the

_____

Project, for and in consideration of the award of a Contract to perform work on said Project, and in further consideration of the mutual promises made in the Community Workforce Agreement, a copy of which was received and is acknowledged, hereby:

(1) On behalf of itself and all its employees, accepts and agrees to be bound by the terms and conditions of the Community Workforce Agreement, together with any and all amendments and supplements now existing or which are later made thereto, and understands that any act of non-compliance with all such terms and conditions, will subject the non-complying Contractor or employee(s) to being prohibited from the Project Site until full compliance is obtained.

(2) Certifies that it has no commitments or agreements which would preclude its full compliance with the terms and conditions of said Community Workforce Agreement.

(3) Agrees to secure from any Contractor(s) (as defined in said Community Workforce Agreement) which is or becomes a Subcontractor(s) (of any tier), a duly executed Letter of Assent in form identical to this document prior to commencement of any work.

Estimated Start Date	Estimated end date
UBI Number	Print Name and Title
Phone Number	Contractor/Company name
General Contractor	Subcontractor to (if applicable)
Jobsite Address	Billing Address
Date	Signature of Authorized Representative

EXHIBITS

Exhibit 1: King County Drug and Alcohol Policy

Exhibit 2: The Plan for the Settlement of Jurisdictional Disputes

Exhibit 3: Teamster LU 174 LOU

Exhibit 4: Craft Worker Request Form

Exhibit 5: King County Priority Hire Zip Codes

EXHIBIT 1

King County

Title	Document Code No.
Prohibited Drug Use and Alcohol Misuse Education and Testing Program Policy for Employees Occupying Safety-Sensitive Positions	PER 15-3 (AEP)
Department/Issuing Agency	**Effective Date**
Department of Transportation Transit Division Department of Executive Services Human Resources Division	
Approved	

1.0 SUBJECT TITLE:

Prohibited Drug Use and Alcohol Misuse Education and Testing Program Policy for Employees Occupying Safety Sensitive Positions

1.1 Supersedes and replaces King County Executive Policy, PER 15-2-1 (AEP) "King County Prohibited Drug Use and Alcohol Misuse Education Program" (October 25, 1995)

1.2 In relation to safety-sensitive employees, supersedes and replaces King County Executive Order, FES 8-1 (AEP) "Policy Restricting Alcohol Consumption on County Property" (October 17, 1988)

2.0 PURPOSE:

2.1 This policy is intended to promote a safe, healthy, drug-free, and alcohol-free work environment for all King County executive branch employees. It is designed to encourage and support appropriate professional assistance to interested employees with drug and alcohol problems. This policy ensures King County compliance with the Omnibus Transportation Act of 1991 and the U. S. Drug Free Workplace Act of 1988.

2.2 In addition to the federal requirements, this policy is intended to decrease absenteeism, increase productivity, and prevent accidents and casualties. The policy reflects King County's commitment to safely and efficiently providing the highest quality services to King County residents.

2.3 This policy is intended to ensure King County's compliance with state and federal laws, rules, and regulations.

3.0 ORGANIZATIONS AFFECTED:

All King County Executive branch departments, offices and agencies and employees who occupy safety-sensitive positions including all career service, provisional, temporary, probationary and appointed employees; transit contractors in safety-sensitive positions.

4.0 REFERENCES:

4.1 King County Prohibited Drug Use and Alcohol Misuse Education and Testing Program Policy Handbook (the Policy Handbook), as amended

4.2 United States Drug Free Workplace Act of 1988, 41 U.S.C. 10, § 701 *et. seq.*

4.3 Federal Department of Transportation 49 CFR Parts 40, 382, 655; & 46 CFR Parts 4 and 6; 33 CFR Part 95, as amended

4.4 Omnibus Transportation Act of 1991.

5.0 DEFINITIONS:

5.1 Definitions are included in Appendix 9.3.

6.0 POLICIES:

6.1 Every King County employee or employee of a transit contractor who holds a position which could be defined as safety-sensitive is subject to regulations issued pursuant to the Omnibus Transportation Employee Testing Act of 1991; and, each employee, in accordance with this Act and under King County authority shall follow policies as defined in Appendix 9.1.

6.2 This policy is administered by the Program Manager (Program Manager) for the King County Drug and Alcohol Program in collaboration with the King County Employee Assistance Program.

6.3 The King County Drug & Alcohol Program Manager is authorized and directed to promulgate such modifications, amendments and revisions to the Prohibited Drug Use and Alcohol Misuse Education and Testing Program Policy's Appendix 9.1, 9.2 & 9.3 as he or she deems necessary after a review process and concurrence by the affected departments to carry out the provisions of regulations issued pursuant to the Omnibus Transportation Employee Testing Act of 1991 and to enact such additional policies and procedures as may be necessary to insure King County's compliance with state and federal law affecting drug and alcohol matters. Nothing herein is intended to waive a union's legal right to bargain over modifications, amendments and revisions to the extent that they are mandatory subjects of bargaining.

7.0 PROCEDURES:

7.1 Procedures are included in Appendix 9.1 and the King County Prohibited Drug Use & Alcohol Misuse Testing & Education Program Policy Handbook, as amended.

8.0 RESPONSIBILITIES:

The Program Manager is responsible for:

8.1.1 Administering the King County Drug and Alcohol Program and overseeing compliance with this policy.

8.1.2 Maintaining a current list of safety-sensitive county positions and a current list of employees who occupy safety-sensitive positions.

8.1.3 Modifying, amending and revising the Prohibited Drug Use and Alcohol Misuse Education and Testing Program Policy's Appendix 9.1, 9.2, 9.3 and the Prohibited Drug Use and Alcohol Misuse Education and Testing Program Policy Handbook as necessary.

9.0 APPENDICES:

Prohibited Drug Use and Alcohol Misuse Education and Testing Program

9.2. List of Safety Sensitive Positions

9.3 Definitions.

APPENDIX 9.1

Section I - Prohibited Drug Use and Alcohol Misuse Education and Testing Program Policy Statement.

A. King County is committed to maintaining a drug-free workplace to promote both the quality of its services and the safety of its employees, its customers and the public. Every King County employee or employee of a transit contractor who holds a position which would be defined as safety-sensitive (covered employee) is subject to regulations issued pursuant to the Omnibus Transportation Employee Testing Act of 1991 (the Act); the following activities are prohibited.

1. Employees are prohibited from reporting to work or performing work while consuming, using, possessing, selling, purchasing, manufacturing, distributing, or transferring alcoholic beverages (except off-duty use at public events) or controlled substances or other performance-impairing substances while on duty or on King County property.

2. Employees are prohibited from consuming alcohol while on-call.

3. Employees are prohibited from the consumption of alcohol within four (4) hours of the employee's scheduled time to report for work, or within eight (8) hours following an accident or until the employee takes a post-accident alcohol and/or drug test, whichever occurs first.

4. Employees are required to submit to an alcohol and/or drug test when directed by King County; and, prohibited from tampering or attempting to tamper with such alcohol and/or drug test.

B. Each King County covered employee, pursuant to the Drug Free Workplace Act is required to notify his/her supervisor, within five (5) calendar days of any conviction, that he/she has been convicted of a drug crime occurring in the workplace.

C. Each covered employee, under King County's own authority.

1. is responsible for informing his/her physician when being prescribed medication(s) that he/she is covered under the terms of this policy. The employee shall use medically authorized drugs or over the counter medications in a manner which will not impair on the job performance.

2. Shall promptly report to his/her supervisor whenever he/she observes or has knowledge of another employee who poses a hazard to the safety and welfare of others.

D. In accordance with the Omnibus Transportation Employee Testing Act of 1991 and the regulations issued pursuant to this Act:

1. It is King County policy that every covered King County employee comply with the Prohibited Drug and Alcohol Misuse Education and Testing Program which details King County's program.

2. Employees must understand that strict compliance with King County's Alcohol and Drug Misuse Policy and Education and Testing Program is a condition of employment with King County.

3. All King County employees and contractors who meet the definition of a crewmember, are subject to US Coast Guard Drug and Alcohol Testing and program requirements, in accordance with 46 CFR Parts 4 and 16 as well as random alcohol testing in accordance to 49 CFR Part 655.

4. Under King County's own authority, violations will result in discipline in accordance with Section XIII.

Section II - Covered Employees

As required by the regulations issued pursuant to the Omnibus Employee Testing Act of 1991, King County must conduct drug and alcohol testing for all covered employees. Covered employees are those employees who occupy positions which perform a 'safety-sensitive' function and applicants for a safety-sensitive position. 'Safety-sensitive' functions are defined as:

A. Operating revenue service vehicles, including operation when the vehicle is not in revenue service;

B. Operating nonrevenue service vehicles when operation of such vehicles requires the driver to hold a Commercial Driver's License (CDL);

C. Controlling the dispatch or movement of a revenue service vehicle;

D. Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service;

E. Carrying a firearm for transit security purposes; or

F. Any position aboard a vessel that requires the person filling that position to perform one or more safety sensitive duties or operation of a vessel on either a routine or emergency only basis as well as Crew members that are responsible for the safe handling of passengers.

A list of all covered positions/classifications, by King County Department, is attached as Appendix 9.2. In addition, all employees of independent contractors who perform services for King County Department of Transportation, Transit Division in positions which are safety-sensitive as outlined above will also be subject to the testing requirements outlined in this program.

Section III - Education

Every covered King County employee will receive a copy of King County's Prohibited Drug Use and Alcohol Misuse Policy and this Prohibited Drug and Alcohol Misuse Education and Testing Program. Transit employees will receive a minimum of sixty (60) minutes of training regarding the Prohibited Drug Use and Alcohol Misuse Education and Testing Program and the effects of prohibited drug use and alcohol misuse. Detailed information on alcohol misuse will be provided, specifically referencing the effects of alcohol misuse which impacts an individual's biological, emotional, psycho-social well-being. The effects of misuse can be seen in an individual's work performance, attitude and social interaction.

All King County supervisory personnel who are designated to determine whether reasonable suspicion exists to require a covered employee to undergo alcohol and/or drug testing will also receive a minimum of one-hundred and twenty (120) minutes of training on the physical, behavioral, speech, and performance indicators of probable prohibited drug use and alcohol misuse.

Section IV - Substances Tested

A. Alcohol

Employees subject to alcohol testing will have a sample of their breath tested for the presence of the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl or isopropyl alcohol. Alcohol testing must be accomplished just before a covered employee performs safety sensitive duties, during that performance, or just after a covered employee has performed safety sensitive duties. Any refusal to submit to an alcohol test, and all positive alcohol tests (.04 or greater), will be reported immediately by the testing facility to the King County Drug and Alcohol Program Manager as required by law.

King County, under its own authority, considers a breath alcohol level of .02 - .039 a King County alcohol violation of this policy. Employees with a King County alcohol violation are subject to discipline and requirements specified in section XIII-Consequences. Any King County alcohol violation (.02 - .039), will be reported immediately by the testing facility to the King County Drug and Alcohol Program Manager (Program Manager).

B. Drugs

Employees subject to drug testing will have a sample of their urine tested for the presence of five (5) drugs, as follows:

1. Marijuana
2. Cocaine
3. Opiates
4. Amphetamines
5. Phencyclidine

All covered employees shall be subject to drug testing anytime while on duty. All drug tests will be reported by the testing laboratory to a medical review officer (MRO) who will evaluate the results. After evaluation and interpretation, all verified positive test results will be reported by the MRO to the employee and the King County Drug and Alcohol Program Manager. Any refusal to submit to a drug test, will be immediately reported by the collection site to the King County Drug and Alcohol Program Manager. All verified negative-dilute results will be treated as verified negative results except as follows: a negative-dilute result with creatinine concentration greater than or equal to 2mg/dL but less than or equal to 5mg/dL requires an immediate recollection under direct observation.

With respect to verified positive drug tests, employees will be notified by the MRO that they have seventy-two (72) hours following this notification in which they can request, at their own expense, that a split urine specimen be tested by another Department of Health and Human Services (DHHS) certified testing laboratory. However, in the event that the split sample test is negative, the employee will be reimbursed for the test.

Failure to request testing of the split specimen within seventy-two (72) hours of being notified of a positive test by the MRO will result in the test results from the original specimen being accepted as the final test results.

Section V - Types of Testing

The following tests will be required of all covered employees in accordance with King County alcohol and drug testing procedures:

A. Pre-employment tests

B. Post-accident tests

C. Random tests

D. Reasonable suspicion tests

E. Return to duty/Follow-up tests

The King County alcohol and drug testing procedures will incorporate all requirements outlined in the federal regulations 49 CFR Part 40 as amended to ensure employee confidentiality, the integrity of the testing process, safeguard the validity of the test results, and ensure that test results are attributed to the correct covered employee. Prior to performing each test, King County will notify each employee that the alcohol or controlled substances testing is required by the FTA, the FMCSA or the USCG.

It is King County Policy that employees who are required to submit to federal drug/alcohol testing will be subject to discipline in accordance with Section XIII if they:

1. Refuse to test as defined in Section XII.

2. Attempt to alter, taint or otherwise provide a false sample; or

3. Do not appear immediately and complete a random drug and/or alcohol test following notification to appear for such tests; or

4. Test positive for the presence of one or more of the substances listed in Section IV.

Section VI - Pre-employment Tests

A. The following persons will be subject to pre-employment testing in accordance with King County alcohol and drug testing procedures:

1. Applicants selected for hire into one of the covered positions listed in Section II.

2. Current King County employees selected for assignment into one of the covered positions listed in Section II, if not previously employed in one of these positions.

Individuals identified in Section VI.A., will be informed that they are subject to pre-employment drug testing at the time they apply for a covered position. Such persons, once a job offer is made will have urine sample collected and tested for evidence of the substances listed in Section IV.

B. For individuals noted in Section VI.A.1., and 2, tests may be conducted as part of a routine pre-employment physical examination. The time, date and location of the physical examination and drug test will be announced in advance of the test. Individuals applying for positions which do not require a routine pre-employment physical examination will be notified, in advance, of the time, date and location of the drug test only. King County must receive a negative drug test result prior to employee performing a safety-sensitive function. If a test is canceled, King County shall require employee/ applicant to take another pre-employment test and must receive a verified negative result.

C. Disqualification from King County Employment

1. It is King County policy that applicants for initial hire will be disqualified from King County employment if they:

A. fail to appear for the physical examination and urine collection on the designated day unless excused by King County for good and verifiable cause;

B. refuse to test as defined in Section XII;

C. attempt to alter, taint, or otherwise provide a false sample; or

D. test positive for the presence of one of the substances listed in Section IV.B.

E. refuse to consent to allow King County to obtain the drivers' previous employers' information on positive controlled substances and/or alcohol test results and refusal to be tested within the previous two (2) years for employees subject to FTA and/or USCG regulations or within the previous three (3) years for employees subject to FMCSA regulations; or

F. have tested positive or have refused to be tested when required by a previous employer within the last (2) years for employees subject to FTA and USCG regulations or within the last three (3) years for employees subject to FMCSA regulations and have not successfully completed required recommendations of a substance abuse professional.

1. Current employees subject to pre-employment testing will be disqualified from the position they are seeking if they commit one of the acts listed in 1.a - 1.f. of Section VI.C.1 above. Current employees subject to pre-employment testing will also be subject to discipline in accordance with Section XIII if they commit one of the acts listed in 1.c and 1.d in Section VI.C.1 above.

2. Persons who are disqualified from the position that required the pre-employment test shall be disqualified from applying for any covered King County position for a period of six (6) months. Applications from such persons will thereafter only be accepted if accompanied by a current, written statement from a qualified substance abuse professional verifying that s/he has successfully completed a referral, evaluation and treatment plan as described in Sections 655.63, 382.503 or 16.370.

3. When a covered employee/applicant has not performed a safety-sensitive function for 90 consecutive calendar days, regardless of the reason, and the employee has not been in the random pool, the employee shall take a pre-employment drug test. King County must have a verified negative result prior to the employee performing safety-sensitive work.

4. Applicants who test positive or refuse to test as defined in Section XII will be referred to a Substance Abuse Professional as required by 49 CFR part 40.

Section VII - Post-Accident Tests

All surviving employees in covered positions as identified in Section II will be subject to post-accident alcohol and drug testing in accordance with King County alcohol and drug testing procedures.

A. A King County safety officer, supervisor or other qualified person shall be responsible for making a determination as to whether a post-accident drug and alcohol test is required at the time any covered employee is involved in an accident. An 'accident' requiring an alcohol and drug test is any accident where:

1. A fatality has occurred;

2. a non-fatal accident involving a "transit" rubber-tired bus, automobile, van or non-revenue service commercial motor vehicle has occurred in which injuries were sustained requiring the injured person to immediately receive medical attention away from the scene or any vehicle involved in the accident is disabled and towed away unless it is determined, using the best information available at the time of the decision, that the covered employee's performance can be completely discounted as a contributing factor to the accident.

OR

3. A non-fatal accident involving a non-transit commercial motor vehicle operating on a public road that requires the driver to carry a commercial driver's license (CDL) has occurred in which:

A. the driver receives a citation for a moving traffic violation within 8 hours (to test for alcohol) or within 32 hours (to test for controlled substances)

AND

B. injuries were sustained requiring the injured person to immediately receive medical attention away from the scene or any vehicle involved in the accident is disabled and towed away

OR

4. A non-fatal accident involving a fixed-guideway rail car, trolley car or streetcar, or involving a vessel* has occurred in which:

A. injuries were sustained which required the injured person to immediately receive medical attention away from the scene

OR

B. the fixed-guideway vehicle or the vessel is removed from revenue service

OR

5. **Serious Marine Incident* - any reportable marine casualty as defined in 46 CFR 4.03-1 and 46 CFR 4.05-1, involving a vessel in commercial service, which results in any of the following:

A. One or more fatalities.

B. An injury to a crewmember, passenger, or other person which requires professional medical treatment beyond first aid and, in the case of a person employed on board a vessel in commercial service, which renders the individual unfit to perform routine vessel duties

C. Damage to property, as defined in 46 CFR 4.05-1, in excess of $100,000

D. The actual or constructive total loss of any vessel subject to Coast Guard Inspection

E. The actual or constructive total loss of any self-propelled vessel, not subject to inspection by the Coast Guard, of 100 gross tons or more

F. A discharge of oil of 10,000 gallons or more, into a navigable waterway

G. A release of a hazardous substance equal to or greater than its reportable quantity into the navigable waters of the United States, or into the environment of the United States, whether or not the release resulted from a marine casualty

King County is responsible for determining what personnel were directly involved in a *Serious Marine Incident*. This determination should be based on the operation being performed at the time of the accident, and what personnel could have or should have had a role in that operation. A guideline is to test any personnel whose negligence cannot be discounted as contributing to the serious marine incident. A law enforcement officer has the authority to further name personnel as being directly involved in a *Serious Marine Incident* and as such, direct them to submit to alcohol and drug testing.

A. King County will also test any covered employee whose performance could have contributed to the accident.

B. An employee required to submit to post-accident drug and alcohol testing must be tested as soon as possible. Drug tests must be conducted within thirty-two (32) hours following the accident; alcohol tests must be conducted within eight (8) hours of the accident. If an alcohol test is not completed within two hours, King County shall prepare and maintain a record stating the reason. If an alcohol test is not completed within 8 hours, King County shall cease attempt to administer test and maintain a record stating the reason. A covered employee who is required to submit to a reasonable suspicion alcohol and drug test under Section IX need not be required to also submit to a separate post-accident drug and alcohol test under this Section.

C. A covered employee must remain readily available for post-accident drug and alcohol testing, including notifying King County of his/her location is he/she leaves the scene of an accident prior to submission of these tests. Failure to remain readily available for post-accident testing constitutes a refusal. Post-accident testing is delayed while the covered employee assists in the resolution of the accident or receives medical attention following the accident.

D. An employee required to submit to a post-accident drug and alcohol test, will be transported by King County to the collection site. The employee must provide a urine and breath sample unless it is determined by medical personnel present that the employee is medically unable to provide the required samples. Following the test, the employee will be relieved of duty with pay pending King County's receipt of the results of the tests from the MRO.

Section VIII - Random Tests

A. King County will maintain a listing of the names of all employees in the covered positions listed in Section II. During each calendar year, alcohol and/or drug tests will be administered to these employees on a random-selection basis in accordance with the federal alcohol and drug testing regulations required testing rates and King County's alcohol and drug testing program. King County may have separate pools to ensure random testing is performed as required by different federal regulations. King County shall insure that random drug and alcohol tests conducted will be unannounced and that the dates for administering random tests are spread reasonably throughout the calendar year. Testing can be conducted on all days and hours during which safety sensitive work is performed.

B. A computer based random number generator, which is a scientifically valid method, is used for random selections. All covered employees shall have an equal chance of being selected each time selections are made. King County shall test at least the minimum random testing rate requirement for both drug and alcohol tests. Federal Transit Administration (FTA), Federal Motor Carrier Safety Administration (FMCSA) and U S Coast Guard (USCG) rates may vary. Covered employees shall be placed in separate pools, based on their DOT mode, if the rates are not the same.

C. Employees selected for random alcohol and/or drug tests will be provided with transportation and are required to report immediately to the collection site where they will be required to provide a breath and/or urine sample.

Section IX - Reasonable Suspicion Test

A. All employees in the covered positions listed in Section II may be required to submit to a reasonable suspicion alcohol and/or drug test.

B. Employees who are reasonably suspected by a supervisor of violating King County's Prohibited Drug Use and Alcohol Misuse Policy will be required to submit to an alcohol and/or drug test in accordance with King County alcohol and drug testing procedures. A trained supervisor who makes a determination that a test is required will be required to complete a form indicating the grounds for his/her suspicion. The determination must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odor of the employee.

C. Employees will be transported by King County to the collection site and will be required to provide a breath and/or urine sample. Following completion of the test, employees will be transported home and relieved of duty with pay pending King County's receipt of the results of the test from the MRO and consultation with EAP.

Section X - Return to Work Testing

Employees who have been disciplined in accordance with Section XIII as a result of their first positive test indicating the presence of one or more of the substances listed in Section IV, or a King County alcohol violation,

or return to work after a violation other than a first positive through the grievance process, will be required, prior to returning to work, to take a return to duty alcohol and/or drug test with a verified negative result in accordance with King County alcohol and drug testing procedures as required by 49 CFR part 40.

Under King County authority, all return to duty testing for King County alcohol violations (.02-.039) will be performed using Non-Federal Breath Alcohol Test and Custody and Control Forms.

Section XI - Follow-up Testing

Current employees who have been disciplined in accordance with Section XIII as a result of a positive alcohol and/or drug test or a King County alcohol violation (.02-.039) required under Section V, upon return to work shall be subject to a minimum of six (6) unannounced drug and/or alcohol follow up tests during the first twelve (12) months following the employee's return to work, and further testing as recommended by the substance abuse professional up to a maximum of sixty (60) months as required by 49 CFR Part 40. In addition, employees who have been disciplined in accordance with Section XIII will also be subject to the testing requirements of Section V.

Under King County authority, all follow-up testing for King County alcohol violations (.02-.039) will be performed using Non-Federal Breath Alcohol Test and Custody and Control Forms.

Section XII - Refusal to Test

The following are behaviors which constitute a refusal to test. A refusal to test constitutes a violation of this policy and the Federal regulations and a verified positive drug/alcohol test result.

A. Refusal to submit to submit (to an alcohol test). A covered employee is considered to have refused to take an alcohol test if s/he:

1. Fails to appear for any test within a reasonable time, as determined by the employer, after being directed to do so by the employer (except for pre-employment);

2. Fails to remain at the testing site until the testing process is complete (except for pre-employment when an employee/applicant leaves before the testing process begins);

3. Fails to attempt to provide a breath specimen for any test required by 49 CFR Parts 382 or 655, or 46 CFR Parts 4 or 16;

4. Fails to provide a sufficient breath specimen, and the physician has determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;

5. Fails to undergo a medical examination or evaluation, as directed by the employer as part of the insufficient breath procedures outlined in 40.265;

6. Fails to sign the certification at Step 2 of the Alcohol Testing Form (ATF); or

7. Fails to cooperate with any part of the testing process.

An employee who refuses to take an alcohol test violates DOT agency regulations and incurs the consequences specified under those regulations.

B. Refusal to submit (to a drug test). A covered employee is considered to have refused to take a drug test if s/he:

1. Fails to appear for any test within a reasonable time, as determined by the employer, after being directed to do so by the employer (except for pre-employment test);

2. Fails to remain at the testing site until the testing process is complete (except for pre-employment when an employee/applicant leaves before the testing process begins);

3. Fails to attempt to provide a urine specimen for any test required by 49 CFR Parts 382 or 655 or 4 6 CFR Parts 4 or 6;

4. In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of the specimen.

5. Fails to provide a sufficient amount of urine when directed, and the physician has determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;

6. Fails or declines to take a second test King County or collector has directed him/her to take;

7. Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the "shy bladder" procedures outlined in 40.193 (except for pre-employment unless the employee/applicant's pre-employment test was conducted following a contingent offer of employment);

8. Fails to cooperate with any part of the testing process (*e.g.*, refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process, fail to wash hands after being directed to do so by the collector.)

9. For an observed collection, fail to follow the observer's instructions to raise clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the employee has any type of prosthetic or other device that could be used to interfere with the collection process.

10. Possess or wear a prosthetic or other device that could be used to interfere with the collection process.

11. Admits to the collector or MRO that the employee adulterated or substituted the specimen.

If the MRO reports that an employee has a verified adulterated or substituted test result, the employee has refused to take a drug test. An employee has refused to take a drug test, s/he has violated DOT agency regulations and incurs the consequences specified under those regulations.

Section XIII - Consequences

Current employees who have a confirmed positive drug or alcohol test (.04 or greater), or who have refused to a test as defined in Section XII, or who have a confirmed King County alcohol violation (.02-.039) will be immediately removed from duty. The employee will be provided with information from King County's employee assistance program (EAP) regarding resources available for evaluating and resolving problems associated with prohibited drug use and alcohol misuse, including the names, addresses and telephone numbers of Substance Abuse Professionals and treatment programs as required by 49 CFR Part 40.

A. Termination

Circumstances that warrant termination of employment include but are not limited to:

1. An employee uses, possesses, sells, purchases, manufactures, distributes, or transfers drugs or alcoholic beverages while on duty, on call, or on a rest or meal period (except legal, off-duty alcohol use, not otherwise in violation of this policy, at public events on King County property is allowed).

2. An employee consumes alcohol within four (4) hours of the employee's scheduled time to report for work, or within eight (8) hours following an accident or until the employee takes a post-accident alcohol and/or drug test, whichever occurs first.

3. An employee refuses to submit to an alcohol and/or drug test (as defined in Section XII) when directed by King County; or, tampers or attempts to tamper with an alcohol and/or drug test.

4. An employee does not notify his/her supervisor, within five (5) calendar days of any conviction, that he/she has been convicted of a drug crime occurring in the workplace.

5. An employee has a verified positive drug test or a confirmed positive alcohol test (.04 or greater) or a King County alcohol violation (.02-.039) and was involved in an accident resulting in death, serious injury or extensive property damage; or

6. An employee has a verified positive drug test or a confirmed positive alcohol test (.04 or greater) or a King County alcohol violation (.02-.039) and is also being terminated for other misconduct which could independently result in their discharge; or

7. An employee has a verified positive drug test or a confirmed positive alcohol test (.04 or greater) or a King County alcohol violation (.02-.039) and has not completed their initial probationary period following hire into their first King County position.

8. An employee does not appear immediately and complete a random or follow-up drug and/or alcohol test following notification to appear for such tests

9. An employee has a second confirmed positive drug or alcohol test

10. An employee has a third confirmed King County alcohol violation where the random alcohol test had a level of .02-.039, and the initial test was greater than the confirmation test.

11. Because of an alcohol or drug-related matter, an employee loses his or her Marine license, certificate of registry, or merchant mariner's document, if such credential is a requirement of his or her employment (*subject to bargaining with Marine Division* labor organizations).

12. An employee has a verified positive drug test or a confirmed positive alcohol test, or a King County alcohol violation (.02-.039) and is not eligible, or chooses not to enter into a Conditional Retention of Employment Agreement.

B. Consequences for a Positive Drug or Alcohol Test or King County Alcohol Violation (.02-.039)

1. Conditional Retention -- it is King County's policy that current employees, who have a verified positive drug or alcohol test or King County Alcohol Violation (.02-.039) and are not subject to the terms under Section XIII.A., will be offered conditional retention of employment if the employee:

A) Submits to an evaluation by a substance abuse professional approved by King County's EAP;

B) Signs a conditional retention of employment agreement;

C) Attends an appropriate King County approved education and/or treatment program and signs a monitoring agreement with King County's EAP to ensure successful completion of the education/treatment program specified by the substance abuse professional; and

D) Prior to returning to work after a positive drug or alcohol test, is subject to a return to duty drug and/or alcohol test with a verified negative result(s). Follow up tests are required as recommended by the substance abuse professional.

E) Prior to returning to work after a King County alcohol violation (.02-.039), is subject to a Non-Federal return to duty alcohol and/or drug test with a verified negative result(s). Non-Federal follow up alcohol and/or drug tests are required as recommended by the Substance Abuse Professional.

The employee who is conditionally retained must fully comply with the conditions of retention of employment, including successful completion of the treatment program specified by the Substance Abuse Professional.

2. Discipline for a Positive Drug or Alcohol Test or King County Alcohol Violation (.02-.039) - it is the county's policy that current employees who have a confirmed positive drug or alcohol test or King County Alcohol Violation (.02-.039)will be removed from duty and disciplined as follows:

A) Consequences for a Positive Drug or Alcohol Test:

(i) Employees with their first confirmed positive drug or alcohol test will be suspended for one (1) week without pay.

B) Consequences for a King County alcohol violation with a Random Alcohol Level of .02-.039 (where the initial test was greater than the confirmation test).

(i) Employees who have their first confirmed King County alcohol violation with a random alcohol test level of .02-.039, where the initial test was greater than the confirmation test, will be removed from duty for two (2) days without pay.

(ii) Current employees who have their second confirmed King County alcohol violation with a random alcohol test with a level of .02-.039, where the initial test was greater than the confirmation test, will be suspended for one (1) week without pay.

C) Employees who have a confirmed King County alcohol violation with an alcohol test level of .02-.039 where the initial test was lower than the confirmation test will be disciplined in accordance with Section XIII.B.2.a.(1).

Section XIV - Confidentiality

All testing will be conducted in accordance with the federal regulations to ensure test results are accurate and reliable. Further, King County will carry out this policy in a manner which respects the dignity and confidentiality of those involved.

King County takes seriously its commitment to provide safe conditions to the public and its employees. Recognizing this commitment, King County maintains employee assistance programs which can provide access to professional services in an effort to aid any employee who has an alcohol or chemical dependency problem. All employees who suspect they may have alcohol or substance abuse problems are encouraged to utilize employee assistance program resources before the problem affects their employment status. Participation in this program is voluntary and confidential.

The laboratory and MRO shall maintain strict confidentiality of all test results in accordance with Section 655.73 of FTA regulations, Section 382.401 of FMCSA regulations or Section 16.390 of USCG regulations. This confidentiality shall be maintained at all times. At a minimum the contractor will:

A. Store all specimens that test verified for drugs in a secure locked freezer for one (1) year or as required by law. Evidence shall be stored in the original specimen container in which it arrived in order to guard against court claims of improperly conducted testing.

B. Store test results and chain of custody documents for five (5) years or as required by law in a secured area complying with legal requirements.

C. Test results shall be reported to the King County Program Manager or designee via a secure fax machine, or other means as appropriate, on a daily basis.

The laboratory, MRO and King County shall disclose information related to a positive drug test of an individual to the individual, the employer or the decision maker in a law suit, grievance or other proceeding initiated by or on behalf of the individual and arising from a verified positive drug test.

Questions about King County's prohibited drug use and alcohol misuse education and testing program and/or King County's employee assistance programs should be addressed to Lori Jones, the Program Manager.

Section XV - Modifications

It is King County policy that the Program Manager is authorized and directed to promulgate such modifications, amendments and revisions to the King County Drug and Alcohol Program as s/he deems necessary after a review process and concurrence by the affected departments to carry out the provisions of regulations issued pursuant to the Omnibus Transportation Employee Testing Act of 1991 and to enact such additional policies and procedures as may be necessary to insure King County's compliance with state and federal law affecting drug and alcohol matters. Nothing herein is intended to waive a union's legal right to bargain over modifications, amendments and revisions to the extent that they are mandatory subjects of bargaining.

Section XVI - Effects of Alcohol

For information regarding the effects of alcohol refer to King County Drug and Alcohol Program Handbook (June 2003), page 87 Alcohol Fact Sheet. In addition, if an alcohol problem is suspected, please contact King County Employee Assistance Program or refer to the handbook - Where to Get Help.

Section XVII - Information Disclosure

King County Drug & Alcohol Program Manager may only release drug and alcohol testing records and results under the following circumstances:

A. When an employee gives written instruction that King County may release information or copies of records regarding his/her test results to a third party or subsequent employer;

B. When, due to a lawsuit, grievance, or proceeding initiated on behalf of the employee tested, the result may be released to the decision-maker in the case; • When an employee provides a written request for copies of his/her records relating to the test(s);

C. When an accident investigation is being performed by the National Transportation Safety Board (NTSB) and the post-accident results are needed for the investigation;

D. When the DOT or any DOT agency with regulatory authority over the employer or any of its employees requests records.

An employee request for release of information must specifically identify the person to whom the information is to be released, the circumstances under which the release is authorized, and the specific kind of information to be released. A separate release must be signed each time information is to be disclosed.

Appendix 9.2 - Safety Sensitive Positions

A. DEPARTMENT OF TRANSPORTATION – FTA Transit Division

Operations:
Base Dispatcher/Planner
Communications Coordinator
Service Supervisor
Supervisor-In-Training
Transit Chief of Training
Transit Instructor
Transit Operator
Transit Operator Trainee
Transit Superintendent of Training
Tunnel Controller
Van Service Operator
Waterfront Streetcar Conductor

Power and facilities:
Cable splicer
Electrical Const. Crew Chief
Electrical Communications Tech
Equipment Operator
Fire Detection Specialist
Grounds Specialist
Line Crew Chief
Line Worker Helper
Line Worker-Material
Line Worker-Utility
Maintenance Constructor
Power Distribution Chief
Radio & Comm Sys. Specialist
Radio Maintenance Chief
Utility Laborer

Vehicle Maintenance:
Electronic Technician
Electronic Technician, Lead
Equipment Dispatch
Equipment Svc. Worker
Equipment Svc. Worker, Lead
Equipment Svc. Worker, Driver
Maintenance Constructor
Maintenance Machinist
Maintenance Machinist, Lead
Metal Constructor
Mechanic
Mechanic Apprentice
Mechanic Lead
Sheetmetal Worker
Sheetmetal worker Lead
Transit Maintenance Analyst
Transit Stores Driver
Transit Vehicle Maint. Chief
Transit Vehicle Procure Admin
Utility Service Driver CDL
Vehicle Damage Estimator

Transit Safety:
Safety & Health Admin IV
Safety & Health Supervisor

Rail (incl. LINK Light Rail & So Lk Union)
Rail Electrical Worker
Rail Electro-Mechanic
Rail Fac. Maintenance Chief
Rail Fac. Mechanic
Rail Grounds Specialist
Rail Laborer
Rail Operations Chief
Rail Operator
Rail Operations Chief
Rail Operator
Rail Power Chief
Rail SCADA Systems Spec.
Rail SCADA Systems Spec. Lead
Rail Service Worker
Rail Signal & Comm. Chief
Rail Signal & Comm. Tech
Rail Supervisor
Rail Supervisor (operations control)
Rail Technical Trainer
Rail Track & ROW Maintainer
Rail Training Chief
Rail vehicle Maintenance Chief

Streetcar:
Streetcar Maintainer
Streetcar Operator
Streetcar Operator Trainee
Streetcar Ops & Maint. Supv.
Streetcar Ops & Maint. Supv Trainee

MEHVA: (metro empl historic veh assoc)
Volunteer Operator
Volunteer Mechanic

Appendix 9.2 - Safety Sensitive Positions (continued)

B. DEPARTMENT OF TRANSPORTATION – USCG [MARINE DIVISION]

Marine Captain
Marine Deckhand, Purser
Marine Engineer
Marine Deckhand
Marine Deckhand, Senior
Marine Information Agent

C. DEPARTMENT OF TRANSPORTATION – FMCSA

Roads Division
Equipment Operator

Fleet Administration

TRAFFIC ENGINEERING
Sign and Marking Specialist II
Traffic Signal Technician

AIRPORT DIVISION
Equipment Operator
Mechanic/Automotive Machinist HD-I

D. DEPARTMENT OF NATURAL RESOURCES AND PARKS – FMCSA

WATEWATER TREATMENT DIVISION Employees who are required to operate vehicles which require the possession of a commercial driver's license (CDL). Specific employees subject to testing will be identified by WTD management and notified of the testing requirements.

SOLID WASTE DIVISION*
Automated Scale Technician
Electrician I/II
Equipment Operator
Mechanic/Automotive Machinist HD I/II
Metal Fabricator
SW Preventive Maintenance Specialist
Truck Driver III
Truck Driver III Lead

PARKS DIVISION*
Equipment Operator
Parks Maintenance Specialist III
Parks Maintenance Specialist II-Utility
Playground Specialist
Truck Driver II

WATER & LAND RESOURCES DEVELOPMENT DIVISION
Environmental laboratory Scientist III

* Employees in the covered classifications are subject only if the vehicles they operate require the possession of a Commercial Driver's License (CDL), and if the identified vehicles are operated on public roadways.

Appendix 9.3
Terms and Definitions

Accident: Means an occurrence associated with the operation of a vehicle, if as a result:

1) An individual dies;

2) An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident;

3) With respect to an occurrence in which the mass transit vehicle involved is a rubber-tired bus, van, or automobile, one or more vehicles incurs disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle;

4) With respect to an occurrence in which the mass transit vehicle involved is a fixed-guideway rail car, streetcar, or trolley car, or a vessel*, the mass transit vehicle is removed from revenue service;

5) With respect to an occurrence in which a commercial motor vehicle (non-transit) operating on a public road in interstate or intrastate commerce and one or more motor vehicles incurs disabling damage as the result of the accident and is transported away from the scene by a tow truck or other vehicle.

*(See "**Serious Marine Incident**")

Actual Knowledge (FMCSA): Means actual knowledge by an employer that a driver has used alcohol or controlled substances based on the employer's direct observation of the employee, information provided by the driver's previous employer(s), a traffic citation for driving a CMV while under the influence of alcohol or controlled substances or an employee's admission of alcohol or controlled substance use, except as provided in § 382.121. Direct observation as used in this definition means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing under § 382.307.

Adulterated Specimen: Means a specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be presented but is at a concentration so high that it is not consistent with human urine.

Alcohol: Means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl or isopropyl alcohol.

Alcohol Concentration (or content): Means the amount of alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under this part.

Alcohol Use: Means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

Blind Sample or Blind Performance Test Specimen: Means a urine specimen submitted to a laboratory for quality control testing purposes, with a fictitious identifier, so that the laboratory cannot distinguish it from employee specimens, and which is spiked with known quantities of specific drugs or which is blank, containing no drugs.

Breath Alcohol Technician (BAT): Means an individual who instructs and assists individuals in the alcohol testing process and operates an EBT.

Cancelled Test: Means a drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which 49 CFR part 40 otherwise requires to be cancelled. A cancelled test is neither a positive nor a negative test.

CDL: Means a Commercial Driver's License

Chain of Custody means the procedures to account for the integrity of each urine or blood specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen.

With respect to drug testing, these procedures shall require that an appropriate drug testing custody and control form be used from time of collection to receipt by the laboratory and that upon receipt by the laboratory an appropriate laboratory Custody and Control form(s) account(s) for the sample or sample aliquots within the laboratory.

CFR: Means Code of Federal Regulations.

Commercial Motor Vehicle (FMCSA – Non-Transit): Means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:

1) Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or

2) Has a gross vehicle weight rating of 26,001 or more pounds; or

3) Is designed to transport 16 or more passengers, including the driver; or

4) Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR part 172, subpart F).

Confirmation or Confirmatory Test

1) In drug testing, means a second analytical procedure performed on a urine specimen to identify and quantify the presence of a specific drug or drug metabolite that is independent of the screening test and that uses a different technique and chemical principle from that of the screening test in order to ensure reliability and accuracy. (Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines and phencyclidine.)

2) In alcohol testing means, a second test, following a screening test with a result of 0.02 or greater that provides quantitative data of alcohol concentration.

Confirmed Drug Test: Means a confirmation test result received by an MRO from a laboratory.

Controlled Substances: Means those substances identified in 49 CFR 40.85.

Contractor (FTA): Means a person or organization that provides a safety-sensitive service for a recipient, sub-recipient, employer, or operator consistent with a specific understanding or arrangement. The understanding can be a written contract or an informal arrangement that reflects an ongoing relationship between the parties.

County premises: Means all county worksites, property and vehicles.

Covered Employee: Means a person, including an applicant, or transferee, who performs or will perform a safety-sensitive function for an entity subject to 49 CFR Parts 382 or 655, or 46 CFR Parts 4 or 16.

Designated Employer Representative (DER): Means an individual identified by the employer as able to receive communications and test results from service agents and who is authorized to take immediate actions to remove employees from safety-sensitive duties and to make required decisions in the testing and evaluation processes. The individual must be an employee of the company. Service agents cannot serve as DERs.

County: Means King County and any other organization that is legally governed by the county with respect to personnel matters.

County premises: Mean all County worksites, property and vehicles. For the purposes of this policy, "county worksites" include those provided under telecommuting agreements during designated telecommuting work hours.

Crewmember Marine Division): Means an individual who is either:

1) On board a vessel acting under the authority of a license or merchant mariner's document issued under this subchapter, whether or not the individual is a member of the vessel's crew; or 2) Engaged or employed on board a vessel owned in the USA that is required by law or regulation to engage, employ, or be operated by an individual holding a license, certificate of registry, or merchant mariner's document issued under this subchapter.

2) Engaged or employed on board a vessel owned in the USA that is required by law or regulation to engage, employ, or be operated by an individual holding a license, certificate of registry, or merchant mariner's document issued under this subchapter.

3) **Exceptions**: The following personnel are not subject to drug and alcohol testing under 46 CFR 16:

a) Individuals on fish processing vessels who have no duties that directly affect the safe operation of the vessel

b) Scientific personnel on an oceanographic research vessel

c) Individuals aboard a vessel, not fulfilling a requirement for manning under 46 CFR Part 15, who have no duties that directly affect the safe operation of the vessel (*see* "**Safety Sensitive Positions**")

Department of Transportation (DOT): Means a Federal cabinet level agency charged with responsibility for a safe transportation system for the public. This agency includes the following administrations: Federal Aviation Administration (FAA), Federal Motor Carrier Safety Administration (FMCSA), Federal Railroad Administration (FRA), Federal Transit Administration (FTA), and Pipeline and Hazardous Material Safety Administration (PHMSA). The Coast Guard was part of DOT but is now with the Department of Homeland Security (DHS), however, the drug test program mandated by Coast Guard follows procedures established by DOT 49 CFR part 40.

DHHS: Means The Department of Health and Human Services or any designee of the Secretary, Department of Health and Human Services.

Dilute Specimen: Means a specimen with creatinine and specific gravity values that are lower than expected for human urine.

Directly Involved in a Serious Marine Incident (MARINE DIVISION): Means a marine employer is responsible for determining what personnel were directly involved in a Serious Marine Incident. This determination should be based on the operation being performed at the time of the accident, and what personnel could have or should have had a role in that operation. A guideline is to test any personnel whose negligence cannot be discounted as contributing to the serious marine incident. A law enforcement officer has the authority to further name personnel as being directly involved in a Serious Marine Incident and as such, direct them to submit to alcohol and drug testing. (see "**Serious Marine Incident**")

Disabling Damage: Means damage which precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs.

1) **Inclusions:** Damage to motor vehicles that could have been driven, but would have been further damaged if so driven.

2) **Exclusions:**

a) Damage which can be remedied temporarily at the scene of the accident without special tools or parts

b) Tire disablement without other damage if no spare tire is available

c) Headlamp or taillight damage

d) Damage to turn signals, horn, or windshield wipers which make them inoperative.

District DAPI (MARINE DIVISION): Means the person in charge of a drug and alcohol testing program for a USCG District. This congressionally mandated billet manages the program within district boundaries, conducts audits of marine employers' programs, has regulatory authority over service agents, and is empowered to inspect service agents. Each Coast Guard District has at least one District DAPI, who operates through the authority of the District

Commander and under the guidance of the USCG Headquarters Program Manager in Washington, DC. See" **Designated Employer Representative**")

DOT Agency: Means an agency of the United States Department of Transportation administering regulations related to drug or alcohol testing, including the Federal Aviation Administration, the Federal Railroad Administration, the Federal Motor Carrier Safety Administration, the Federal Transit Administration, the Research and Special Program Administration, and the Office of the Secretary.

Drug and Alcohol Program Inspector (DAPI) (MARINE DIVISION): Means a Coast Guard representative who is specifically trained to check for compliance with the U.S. Coast Guard drug and alcohol program regulations and is assigned to a local Coast Guard Sector Office. Marine Inspectors also check for compliance with the regulations during vessel inspections.

Drug Metabolite: Means the specific substance produced when the human body metabolizes a given prohibited drug as it passes through the body and is excreted in urine.

Drug Test: Means the laboratory analysis of a urine specimen collected in accordance with 49 CFR part 40 and analyzed in a DHHS-approved laboratory.

EBT or Evidential Breath Testing Device: Means an EBT approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's 'Conforming Products List of Evidential Breath Measurement Devices' (CPL).

Employee Assistance Program (EAP): Means a program provided directly by the county, or through a contracted service provider, to assist employees in dealing with drug or alcohol dependency and other personal problems. Rehabilitation and reentry to the work force are usually arranged through EAP.

FTA: Means the Federal Transit Administration, an agency of the United States Department of Transportation.

FMCSA: Means the Federal Motor Carrier Safety Administration, an agency of the United States Department of Transportation.

Initial Test or Screening Test drug testing: Means an immunoassay screen to eliminate 'negative' urine specimens from further analysis. In alcohol testing, an analytic procedure to determine whether an employee may have a prohibited concentration of alcohol in a breath specimen.

Licensed Medical Practitioner: Means a person who is licensed, certified and/or registered, in accordance with applicable Federal, State, local or foreign laws and regulations, to prescribe controlled substances and other drugs.

Medical Review Officer (MRO): Means a medical doctor who not only has knowledge of substance abuse disorders, but who also has been trained to interpret and evaluate laboratory test results in conjunction with an employee's medical history. A medical review officer verifies a positive test result by reviewing a laboratory report and an employee's unique medical history to determine whether the result was caused by the use of prohibited drugs or by an employee's medical condition.

Non-safety Sensitive Position: Means all King County executive branch positions that do not require performance of safety-sensitive functions as set forth in the Omnibus Employee Testing Act of 1991, and as defined below.

Operation of a Vessel (MARINE DIVISION): Means to navigate, steer, direct, manage, or sail a vessel, or to control, monitor, or maintain the vessel's main or auxiliary equipment or systems. Operation includes:

1) Determining the vessel's position, piloting, directing the vessel along a desired trackline, keeping account of the vessel's progress through the water, ordering or executing changes in course, rudder position, or speed, and maintaining a lookout;

2) Controlling, operating, monitoring, maintaining, or testing: the vessel's propulsion and steering systems; electric power generators; bilge, ballast, fire, and cargo pumps; deck machinery including winches, windlasses, and lifting equipment; lifesaving equipment and appliances; firefighting systems and equipment; and navigation and communication equipment; and

3) Mooring, anchoring, and line handling; loading or discharging of cargo or fuel; assembling or disassembling of tows; and maintaining the vessel's stability and watertight integrity.

Performing (a safety-sensitive function): Means am employee is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

Prohibited Drug: Means that the Controlled Substances Act has determined the following drugs to be a risk to public safety: marijuana, opiates, amphetamines, cocaine, or phencyclidine (PCP).

Prohibited Drug Use and Alcohol Misuse Education and Testing Program Policy Handbook: (the Policy Handbook) Means the King County detailed handbook utilized for the purposes of carrying out the provisions of this policy, the regulations issued pursuant to the Omnibus Transportation Employee Testing Act of 1991, and to provide for such additional procedures as may be necessary to ensure King County's compliance with state and federal law affecting drug and alcohol matters.

Qualified Laboratory: Means a laboratory certified by the DHHS to conduct urine drug testing and which permits unannounced inspections by the recipient, operator, or FTA Administrator.

Refuse to Submit (to an alcohol test): Means that a covered employee is considered to have refused to take an alcohol test if he or she:

1) Fails to appear for any test within a reasonable time, as determined by the employer, after being directed to do so by the employer (except for pre-employment); or

2) Fails to remain at the testing site until the testing process is complete (except for pre-employment when an employee/applicant leaves before the testing process begins); or

3) Fails to attempt to provide a breath specimen for any test required by 49 CFR Parts 382 or 655 or 46 CFR Parts 4 or 16; or

4) Fails to provide a sufficient breath specimen, and the physician has determined, through a required medical evaluation, that there was no adequate medical explanation for the failure; or

5) Fails to undergo a medical examination or evaluation, as directed by the employer as part of the insufficient breath procedures outlined in 40.265; or

6) Fails to sign the certification at Step 2 of the Alcohol Testing Form (ATF); or

7) Fails to cooperate with any part of the testing process.

An employee who refuses to take an alcohol test violates DOT agency regulations and incurs the consequences specified under those regulations.

Refuse to Submit (to a drug test): Means that a covered employee is considered to have refused to take a drug test if he or she:

1) Fails to appear for any test within a reasonable time, as determined by the employer, after being directed to do so by the employer (except for pre-employment test); or

2) Fails to remain at the testing site until the testing process is complete (except for pre-employment when an employee/applicant leaves before the testing process begins); or

3) Fails to attempt to provide a urine specimen for any test required by 49 CFR Parts 382 or 655 or 46 CFR Parts 4 or 16; or

4) In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of the specimen; or

5) Fails to provide a sufficient amount of urine when directed, and the physician has determined, through a required medical evaluation, that there was no adequate medical explanation for the failure; or

6) Fails or declines to take a second test King County or collector has directed him/her to take; or

7) Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the "shy bladder" procedures outlined in 40.193; or

8) Fails to cooperate with any part of the testing process (*e.g.*, refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process, fail to wash hands after being directed to do so by the collector).

9) For an observed collection, fail to follow the observer's instructions to raise clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the employee has any type of prosthetic or other device that could be used to interfere with the collection process.

10) Possess or wear a prosthetic or other device that could be used to interfere with the collection process.

11) Admits to the collector or MRO that the employee adulterated or substituted the specimen.

If the MRO reports that an employee has a verified adulterated or substituted test result, the employee has refused to take a drug test.

An employee who refuses to take a drug test violates DOT agency regulations and incurs the consequences specified under those regulations.

Return to Work Letter (MARINE DIVISION): Means a letter, issued by an **MRO**, that verifies that an individual, who had previously tested positive for drugs, is now considered "drug-free" and that the risk of subsequent drug use by the individual is sufficiently low enough to warrant the return to work of that individual in a "**safety sensitive position.**" Only the **MRO** has the authority to issue this type of letter. The **return to work letter** must be presented to the marine employer before allowing a mariner that had a non-negative test result, to return to work in a **safety sensitive position.**

Safety Sensitive Function (FTA – Transit): Means any of the following duties:

- Operating a revenue service vehicle, including when not in revenue service;
- Operating a non-revenue service vehicle, when required to be operated by a holder of a CDL;
- Controlling dispatch or movement of a revenue service vehicle;
- Maintaining a revenue service vehicle or equipment used in revenue service, unless the recipient receives section 18 funding and contracts out such services;
- Carrying a firearm for security purposes.

Safety Sensitive Function (FMCSA – NON-TRANSIT): Means all time from the time a driver begins work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety sensitive function shall include:

- All time at an employer shipper, plant, facility or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
- All time inspecting equipment as required by 49 CFR Part 392.7 and 49 CFR Part 392.8 or otherwise inspecting, servicing, or conditioning any motor vehicle at any time, all time spent at the driving controls of a commercial motor vehicle in operation;
- All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the requirements of 49 CFR Part 393.76);
- All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
- All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

Safety Sensitive Functions (USCG - MARINE): Means and includes but is not limited to:

- Directing and mustering passengers in emergencies
- Passing out lifejackets

- Controlling and operating lifesaving equipment
- Controlling and operating firefighting equipment

Safety Sensitive Position (USCG – MARINE): Means any position (billet) aboard a vessel that requires the person filling that position to perform one or more safety sensitive duties or operation of a vessel on either a routine or emergency only basis. Examples of this type of crewmember may include card dealers, bartenders, game operators and service personnel aboard excursion or gaming vessels. Any person filling a safety sensitive position is subject to U.S. Coast Guard drug and alcohol testing. All crewmembers, that are responsible for the safe handling of passengers, are considered to be filling safety sensitive positions as well.

Screening Test or Initial Test in drug testing: Means an immunoassay screen to eliminate 'negative' urine specimens from further analysis. In alcohol testing, an analytic procedure to determine whether an employee may have a prohibited concentration of alcohol in a breath specimen.

Serious Marine Incident (MARINE DIVISION): Means any reportable marine casualty as defined in 46 CFR 4.03-1 and 46 CFR 4.05-1, involving a vessel in commercial service, which results in any of the following:

1) One or more fatalities; or

2) An injury to a crewmember, passenger, or other person which requires professional medical treatment beyond first aid and, in the case of a person employed on board a vessel in commercial service, which renders the individual unfit to perform routine vessel duties; or

3) Damage to property, as defined in 46 CFR 4.05-1, in excess of $100,000; or

4) The actual or constructive total loss of any vessel subject to Coast Guard Inspection; or

5) The actual or constructive total loss of any self-propelled vessel, not subject to inspection by the Coast Guard, of 100 gross tons or more; or

6) A discharge of oil of 10,000 gallons or more, into a navigable waterway; or

7) A release of a hazardous substance equal to or greater than its reportable quantity into the navigable waters of the United States, or into the environment of the United States, whether or not the release resulted from a marine casualty.

Shy Bladder: Means the inability to produce a sufficient (45 ml) urine specimen.

Shy Lung: Means the inability to produce a sufficient breath sample.

Simple Random Sampling (SRS) with replacement: Means the random selection sampling method required by DOT. With replacement means that even after an employee is selected, he or she is returned to the Pool for possible selection in the next random testing cycle.

Split Specimen: Means an additional specimen collected with the original specimen, to be tested in the event the original specimen tests positive.

Substance Abuse Professional (SAP): Means a licensed physician (medical doctor or doctor of osteopathy); or a licensed or certified psychologist, social worker, or employee assistance professional; or a state-licensed or certified marriage and family therapist; or an drug and alcohol counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission (NAADAC) or by the International Certification Reciprocity Consortium/Alcohol and Other Drug Abuse (ICRC, or by the National Board for Certified Counselors, Inc. and Affiliates/Master Additions Counselor (NBCC)). All must have knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

Substituted Specimen: Means a specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine.

USCG: Means the United States Coast Guard, an agency of the United States Department of Homeland Security (DHS) and the Department of Transportation (DOT).

Vehicle: Means a rubber-tired bus, van, automobile or non-revenue commercial motor vehicle; or a fixed guideway rail car, streetcar or trolley car; or a vessel. A mass transit vehicle is a vehicle used for mass transportation or for ancillary purposes.

Verified Negative Drug Test Result: Means a drug test result reviewed by a Medical Review Officer and determined to have no evidence of prohibited drug use.

Verified Positive Drug Test Result: Means a drug test result reviewed by a Medical Review Officer and determined to have evidence of prohibited drug use.

EXHIBIT 2

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 associations 1 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.

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 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 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 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.

EXHIBIT 3

Letter of Understanding between Teamsters Local Union No. 174 and King County Metro Transit Department
South Interim Base Project Community Workforce Agreement

Whereas: The work of truck drivers is unique in the execution of project labor agreements in that much of the work is performed off site, and;

Whereas: It is the intent of the parties through this LOU to address owner operators performing truck driving work in the execution and within the scope of this CWA:

Therefore: It is agreed that classifications of work performed by truck drivers within the jurisdiction of Teamsters Local Union No. 174 ("Local 174") and performed in the execution and within the scope of this CWA, is to be paid the current prevailing wage subject to the following additions and stipulations:

1. Article 4, applies with full force and effect to all Contractors and Subcontractors of whatever tier who have been awarded contracts related to the work of truck drivers that is performed in the execution and within the scope of this CWA. Thus, all such Contractors and Subcontractors must, among other things, comply with the requirement set forth in Article 9, Section 9.4, all truck drivers who perform work within the scope of this agreement shall be dispatched by Teamsters Local 174, except insofar as limited by the other provisions of Article 9.

2. The term "employee," as used in Article 9, is defined for the purposes of this Letter of Understanding to include any person who is performing the work of a truck driver in the execution and within the scope of this project, unless modified by the terms of this LOU.

3. At the request of any Contractor or Subcontractor, that Contractor or Subcontractor may choose to utilize as persons performing the work of truck drivers on this project persons who are already in possession of or who wish to provide their own vehicles (hereafter, "owner-operators"). Use of owner-operators is governed by the following rules:

   3.1 Pursuant to the requirements of Article 9, Section 9.4, owner-operators working on the project must be dispatched by Teamsters Local 174.

   3.2 Owner-operators will receive a compensation package equivalent to the prevailing wage that is applicable to all other employees who are dispatched by Local 174 to the Contractor or Subcontractor. Owner-operators will also be reimbursed at the rates established by Local 174 and approved by King County for the use of owner-operator vehicles such rates shall be based on and shall not exceed the area standard for fair market value for the use of the equipment.

For the purposes of this Letter of Understanding, an owner-operator is defined by WAC 296-127-026.

3.3 All Subcontractors regardless of tier shall provide a compensation package which is equal to or greater than the established prevailing wage for the worker classification affected by this agreement.

3.4 For the purpose of clarification of this document, if an Owner Operator should expand his/her business opportunities and acquire employees working on the project, apprenticeship goals contained in the PLA will apply.

27 FEB 2019 — Carl R Hicks

Rob Gannon, General Manager **Date** **Rick Hicks, Executive Secretary** **Date**

King County

EXHIBIT 4 CRAFT WORKER REQUEST FORM

Finance and Business Operations Division
Business Development & Contract Compliance

PROJECT NAME: _____

INSTRUCTIONS

Contractor: Complete and fax or email this form to the applicable union to request craft workers that fulfill all hiring requirements for the King County project. After faxing your request, call the Local to verify receipt and substantiate their capacity to furnish prioritized, preferred entry or general dispatch as requested. Then, print your Fax Transmission Verification Report or a copy of your sent email and save a copy of this request for your records.

UNION:

Complete the "**Union Use Only**" section and fax this form back to the requesting contractor. Retain a copy of this form for your records.

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

Please provide me with union craft workers per the King County CWA for this project that fulfills the goals and requirements as defined below:

- "Priority Worker" Requirement (Union craft employees, including apprentices, who reside in the ZIP codes listed on the back of this form, and are certified to fulfill the "Priority Worker" hiring requirement).
- 1 of every 5 apprentices dispatched to the King County project **must** meet the Preferred Entry criteria.
- Aspirational Goal to hire women and minority apprentices and journey-level workers.
- General Dispatch (Union craft employees dispatched per normal dispatch procedures, not including the Priority Hire Worker requirements or Preferred Entry apprenticeship criteria)

CRAFT EMPLOYEES REQUESTED:

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

TOTAL WORKERS REQUESTED: _____

*Contractors **WILL NOT** be credited with placement for Preferred Entry workers employed (turned around) with less than 700 hours of work on a job call from the hall.

PLEASE HAVE WORKER(S) REPORT TO THE FOLLOWING ADDRESS INDICATED BELOW:

Site Address:	
Report to (ON-SITE CONTACT):	
On-Site Phone : ( )	Fax: ( )
Comments or special requirements:	

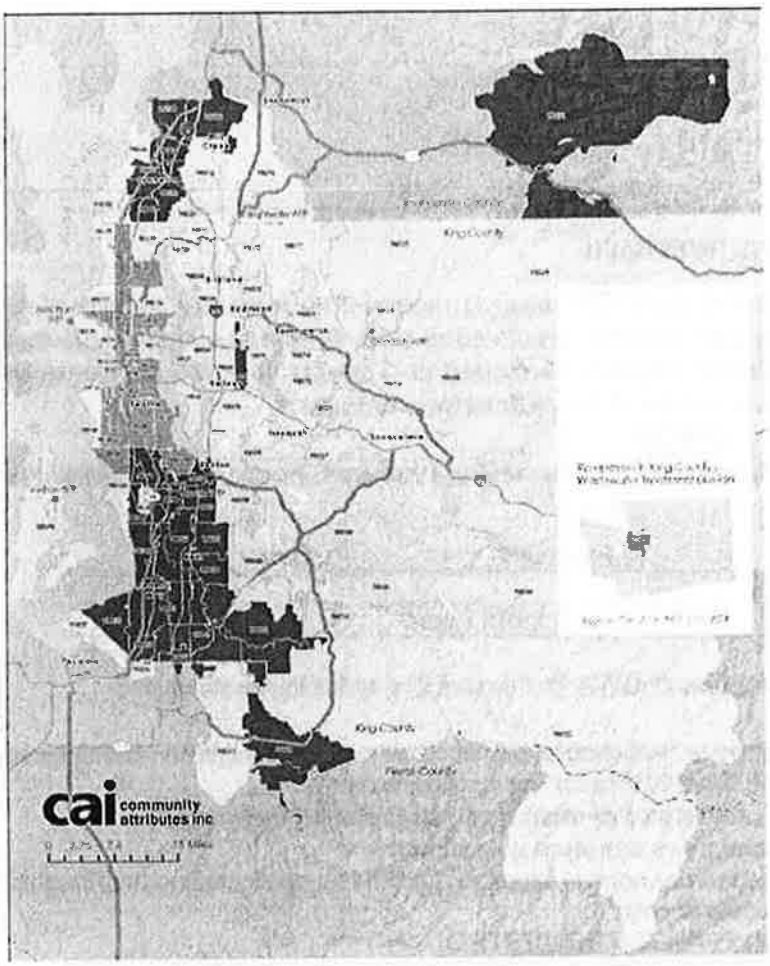
FOR UNION USE ONLY:

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

Employee Name	Address	Zip Code

EXHIBIT 5

KING COUNTY PRIORITY ZIP CODES



ZIP Code	Neighborhood or City
98001	Auburn
98002	Auburn
98003	Federal Way
98007	Bellevue
98023	Federal Way
98030	Kent
98031	Kent
98032	Kent
98047	Pacific
98055	Renton
98057	Renton
98092	Auburn
98101	**Downtown**
98102	Capitol Hill/Eastlake
98103	Green Lake
98104	Downtown/ID
98105	Laurelhurst/ University District
98106	Delridge
98107	Ballard
98108	S. Beacon Hill/South Park
98109	Queen Anne
98118	Rainier Valley/Rainier Beach
98121	Belltown
98122	Central District
98125	Lake City
98126	Delridge
98133	Bitter Lake
98134	Industrial District
98144	Mount Baker
98146	White Center
98148	Burien
98168	SeaTac/Tukwila
98178	Rainier Beach
98188	SeaTac/Tukwila
98198	Des Moines