SOUTH SACRAMENTO CORRIDOR
LIGHT RAIL EXTENSION PROJECT

PROJECT LABOR AGREEMENT
## INDEX

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>TITLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>PURPOSE</td>
<td>3</td>
</tr>
<tr>
<td>II</td>
<td>SCOPE OF AGREEMENT</td>
<td>4</td>
</tr>
<tr>
<td>III</td>
<td>UNION RECOGNITION AND EMPLOYMENT</td>
<td>8</td>
</tr>
<tr>
<td>IV</td>
<td>UNION REPRESENTATION AND STEWARDS</td>
<td>10</td>
</tr>
<tr>
<td>V</td>
<td>MANAGEMENT'S RIGHTS</td>
<td>11</td>
</tr>
<tr>
<td>VI</td>
<td>WORK STOPPAGES AND LOCKOUTS</td>
<td>12</td>
</tr>
<tr>
<td>VII</td>
<td>DISPUTES AND GRIEVANCES</td>
<td>14</td>
</tr>
<tr>
<td>VIII</td>
<td>JURISDICTIONAL DISPUTES</td>
<td>16</td>
</tr>
<tr>
<td>IX</td>
<td>WAGES AND BENEFITS</td>
<td>18</td>
</tr>
<tr>
<td>X</td>
<td>HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAY</td>
<td>20</td>
</tr>
<tr>
<td>XI</td>
<td>APPRENTICES</td>
<td>23</td>
</tr>
<tr>
<td>XII</td>
<td>SAFETY, PROTECTION OF PERSON AND PROPERTY</td>
<td>23</td>
</tr>
<tr>
<td>XIII</td>
<td>NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY</td>
<td>25</td>
</tr>
<tr>
<td>XIV</td>
<td>TRAVEL AND SUBSISTENCE</td>
<td>26</td>
</tr>
<tr>
<td>XV</td>
<td>WORKING CONDITIONS</td>
<td>26</td>
</tr>
<tr>
<td>XVI</td>
<td>PRE-JOB CONFERENCE</td>
<td>27</td>
</tr>
<tr>
<td>XVII</td>
<td>MONTHLY MEETING</td>
<td>27</td>
</tr>
<tr>
<td>XVIII</td>
<td>SAVINGS AND SEPARABILITY</td>
<td>27</td>
</tr>
<tr>
<td>XIX</td>
<td>DURATION OF THE AGREEMENT</td>
<td>28</td>
</tr>
</tbody>
</table>
SOUTH SACRAMENTO CORRIDOR
LIGHT RAIL EXTENSION PROJECT

PROJECT LABOR AGREEMENT

This Project Labor Agreement (hereinafter, the "Agreement") is entered into this _____ day of __________________, 1998, by and between Sacramento Regional Transit District, a public corporation (hereinafter "RT"), the Contractor(s) signatory hereto (hereafter "Contractor(s)") and the Union(s) signatory hereto (hereafter UNION(S)"), with respect to the new construction work within the scope of this Agreement owned by RT for the southerly extension of its light rail system along the Union Pacific Railroad right of way from RT'S existing 16th Street light rail station in downtown Sacramento to Meadowview Road, including facilities in or adjacent to the right of way for stations and parking in Sacramento County, California, known as the "Project."

RECITALS

WHEREAS, Sacramento Regional Transit District ("RT") is undertaking the construction of the South Sacramento Corridor Light Rail Extension Project (the "Project"); and

WHEREAS, the adopted budget for the Project is Two Hundred Twenty Two Million Dollars ($222,000,000); and

WHEREAS, RT has entered into a Full Funding Grant Agreement (FFGA) with the United States Government acting through the Department of Transportation, Federal Transit Administration (the "FTA"), under which RT agrees to complete the Project and FTA agrees to provide financial assistance for the Project in an amount not exceeding One Hundred Eleven Million Two Hundred Thousand Dollars ($111,200,000), of which sum One Hundred Three Million ($103,000,000) is a contingent commitment of funds under 49 U.S.C. §5309(g); and

WHEREAS, under Section 4 of the FFGA, RT has agreed to complete the Project without additional federal financial assistance above the maximum federal financial contribution of One Hundred Eleven Million Two Hundred Thousand Dollars ($111,200,000); and

WHEREAS, under Section 5 of the FFGA, RT has agreed to timely complete the Project in order that revenue operations begin on or before September 30, 2003; and

RT PROPOSAL
March 19, 1998
WHEREAS, the timely and successful completion of the Project is required under the terms of the FFGA; and

WHEREAS, the timely and successful completion of the Project is of vital importance to all of the people who live and work within the geographic area RT serves and is critical to that area’s economic well-being; and

WHEREAS, the parties have committed themselves to the most cost effective, high quality and timely completion of the Project by the efficient utilization of the skilled work force available through the Unions, by the maximum utilization of Journeymen and Apprentice workers represented by the Unions, and by the unique, cooperative, non-disruptive and cost containment approaches developed, endorsed, and supported by the Unions and the Contractors in the development of this Agreement; and

WHEREAS, it is recognized that on a project of the magnitude of this Project with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of the work; and

WHEREAS, the interests of the general public, RT, the Unions and Contractor(s) would be best served if the construction work proceeded in an orderly manner without disruption because of strike, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the purpose of this Agreement is to provide for the efficient construction of the Project and to provide for the peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project; and

WHEREAS, the Contractor(s) and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Project by the Contractor(s), and further, to encourage close cooperation among the Contractor(s) and the Union(s) to the end that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement; and

WHEREAS, the parties have committed themselves to provide meaningful training and job opportunities to residents of the area served by RT which can lead into a career in the building and construction trades and the corresponding standard of living and personal security during their careers and after they retire; and

RT PROPOSAL
March 19, 1998
WHEREAS, the parties have committed themselves to provide equal employment opportunity to all persons who seek referral by or who are referred to a party that is signatory to this contract; and

WHEREAS, contracts for the construction of the Project will be awarded in accordance with the RT Procurement Ordinance and applicable provisions of the California Public Contract Code including without limitation Public Contract Code section 20321; and

WHEREAS, the RT Board has the absolute right to select the responsible bidder submitting the lowest responsive bid for the award of construction contracts on the Project; and

WHEREAS, the parties signatory to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of the Project.

WITNESSETH:

NOW, THEREFORE, it is agreed between and among the parties hereto as follows:

ARTICLE I
PURPOSE

The purpose of this Agreement is to ensure that the construction of the Project shall proceed continuously and without interruption, efficiently, economically, and with due consideration for the protection of labor standards, wages and working conditions, and in accordance with applicable local, state, and federal policies, laws, regulations and directives including without limitation those pertaining to safety, equal employment opportunity, nondiscrimination, affirmative action, disadvantaged business enterprises, welfare reform and local hire.

The parties hereto agree to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances that may arise; and in recognition of such methods and procedures, the Unions agree not to engage in any strikes, slowdowns or interruption of work and the Contractor agrees not to engage in any lock out.

The term "Union" shall mean any labor union that is a signatory to this Agreement. The term "Contractor" shall include all construction contractors and subcontractors of whatever tier engaged in on-site construction work within the scope of this Agreement.

---

RT PROPOSAL
March 19, 1998
The term "Employee" shall mean a person who performs work covered by this Agreement. All work covered by this Agreement shall be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement. RT shall monitor the compliance with this Agreement by all contractors, who through their execution of this Agreement, or a Letter of Assent or other document binding them to this Agreement, together with their subcontractors, shall have become bound hereto.

RT, and all signatory Union(s) and Contractor(s) agree to abide by the terms and conditions contained in this Agreement. This Agreement represents complete understanding of the parties, and no 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. No practice, understanding or agreement between a Contractor and a Union party which is not specifically set forth in this Agreement will be binding on any other party unless endorsed in writing by RT.

The Unions agree that this Agreement will be made available to, and will fully apply to, any successful bidder for Project work who becomes a signatory hereeto, without regard to whether that successful bidder performs work at other sites on either a union or a non-union basis, and without regard to whether Employees of such bidder are or are not members of any union. This Agreement shall not apply to the work of any Contractor which is performed at any location other than the project site as defined in this Agreement.

ARTICLE II
SCOPE OF AGREEMENT

This Agreement, hereinafter designated as the "Project Labor Agreement" or "Agreement" shall apply and is limited to all construction, as defined in Section 1 of this Article, which is covered by the Union's applicable Master Agreement referred to in Article II, Section 4, and which is performed by those Contractor(s) of whatever tier which have contracts awarded for such work, on or after the effective date of this Agreement, with regard to the construction, reconstruction, rehabilitation, or any other construction-related activities necessary to the development of the South Sacramento Light Rail Extension Project, which is hereinafter referred to as the "Project" and specifically defined below.

Section 1. The Project is specifically defined as and limited to the construction of 6.3 miles of rail transitway lines from RT's existing 16th street light rail station in downtown Sacramento to Meadowview Road, including:

RT PROPOSAL
March 19, 1998
(a) Utilities, civil, track and structures related work;

(b) The construction of all elements necessary for a complete and functional passenger stations, including all civil and structural construction, site work, landscaping, mechanical and electrical work and finish work;

(c) The installation of traction power electrification substations, electric power distribution and over-head catenary systems;

(d) The installation of a complete and functional light rail signal system, grade crossing controls and communications system; and

(e) The construction of required mitigation measures, including without limitation sound walls; and

(f) The off haul of excess materials, supplies and equipment from the Project site to an off site.

It is understood by the parties that the RT may at any time and it its sole discretion determine to build segments of the Project under this Agreement not currently proposed, or to modify or not to build any one or more of the particular Project elements proposed to be covered.

Section 2. Items specifically excluded from the scope of this Agreement include the following:

(a) All work specifically excluded from each Union's Master Agreement referred to in Article II, Section 4 and work of non-manual employees, including but not limited to, superintendents, supervisors, staff engineers, inspectors, quality control and quality assurance personnel, timekeepers, mail carriers, clerks, office workers, including messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory and management employees.

(b) Equipment and machinery owned or controlled and operated by RT.

(c) All off-site manufacture and handling of materials, equipment or machinery except such manufacturing or handling that is performed at dedicated lay-down or storage areas.

(d) All employees of RT, RT's design consultant and any other RT consultant not performing manual labor with the scope of this Agreement.

RT PROPOSAL
March 19, 1998
(e) Any work performed on or near or leading to or on to the site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their contractors; or by public utilities or their contractors; by the Union Pacific Railroad or its contractors, and/or by RT or its contractors (for work which is not part of the scope of this Agreement).

(f) Off-site maintenance of leased equipment and on-site supervision of such work.

(g) Supervision by employees of a manufacturer or vendor necessary to maintain such manufacturer's or vendor's warranty or guarantee.

(h) Laboratory for specialty testing or inspections not ordinarily done by the signatory local unions.

(i) Non-construction support services contracted by RT in connection with this Project.

(j) All work by employees of RT including without limitation all start-up and pre-revenue light rail operations.

(k) All work performed by artisans within the scope of their commissioned project for public art at RT passenger stations.

Section 3. (a) RT and/or Contractors, as appropriate, have the absolute right to award contracts or subcontracts on this Project notwithstanding the existence or non-existence of any Agreements between such contractor and any union party provided only that such Contractor is willing, ready and able to execute and comply with this Project Labor Agreement, should such Contractor be awarded work covered by this Agreement.

(b) All subcontractors of a Contractor, of whatever tier, who have been awarded contracts of work covered by this Agreement on or after the effective date of this Agreement shall be required to accept and to be bound by the terms and conditions of this Project Labor Agreement, and shall evidence their acceptance by the execution of the Agreement or a Letter of Assent provided by the RT, prior to the commencement of work. A copy of the Agreement or Letter of Assent executed by the Contractor shall be available for review by the Union.

Section 4. (a) The provisions of this Project Labor Agreement (including the Schedule A's, which are the local Collective Bargaining Agreements of the signatory unions having jurisdiction over the work on the Project (as may be changed from time-to-time
consistent with Article XIX, Section 2) and are incorporated herein by reference) shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or National Agreements which may conflict with or differ from the terms of this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall prevail. Where subject is covered by the provisions of a Schedule A and is not covered by this Agreement, the provisions of the Schedule A shall prevail.

(b) Any dispute as to the applicable source between this Agreement and any Schedule A for determining the wages, hours and working conditions of Employees on the Project shall be resolved by a neutral arbitrator selected pursuant to the procedures established in Article VII. This Agreement, together with the referenced Schedule A’s constitute a self-contained, stand-alone agreement and by the virtue of having become bound to this Project Labor Agreement the Contractor will not be obligated to sign any other local, area or national Agreement as a condition of performing work within the scope of this Agreement.

Section 5. The Agreement shall only be binding on the signatory parties hereto.

Section 6. This Agreement shall be limited to the construction work within the scope of this Agreement for which bids have been received on and after the effective date of this Agreement, including, specifically, site preparation and related demolition work, field survey work and utilities and modifications or rehabilitation of existing facilities. Nothing contained herein shall be construed to prohibit, restrict, or interfere with the performance of any other operation, work or function which may be performed or contracted by RT for its own account on the property or in and around the construction site.

Section 7. It is understood that the liability of the Contractor and the liability of the separate unions under this Agreement shall be several and not joint. This Agreement does not have the effect of creating any joint employment status between or among RT and/or any Contractor.

Section 8. None of the provisions of this Agreement shall be construed to prohibit or restrict RT or its employees from performing work not covered by this Agreement on or around the construction site. As areas of covered work are accepted by RT, the Agreement shall have no further force or effect on such items or areas except where the Contractor is directed by RT to engage in repairs or punch list modifications.

Section 9. It is understood that RT, at its sole option, may terminate, delay and/or suspend any and all portions of the covered work at any time.

RT PROPOSAL
March 19, 1998
ARTICLE III
UNION RECOGNITION AND EMPLOYMENT

Section 1. The Contractor recognizes the Union as the sole and exclusive bargaining representative of all craft Employees working on the Project within the scope of this Agreement.

Section 2. The Contractor shall have the right to determine the competency of all Employees and shall have the sole responsibility for selecting Employees to be laid off, consistent with Article IV, Section 3 below.

Section 3. For Unions now having a job referral system as contained in Schedule A, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as it may be modified by this Article. Such job referral system will be operated in a non-discriminatory manner and in full compliance with federal, state, local laws and regulations which require equal employment opportunities and non-discriminating, and referrals shall not be affected in any way by the rules, regulations, by-laws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements. All of the foregoing hiring procedures, including related practices affecting apprenticeship and training, will be operated so as to facilitate the ability of the contractors to meet any and all equal employment opportunity/affirmative action obligations. The Contractor may reject any referral for any reason, provided the Contractor complies with Article X, Section 6(a).

Section 4. If the applicable Union is unable to fill any requisitions for Employees within forty-eight (48) hours after such requisition is made by the Contractor (Saturdays, Sundays, and holidays excepted), the contractor may employ applicants from any other available source. The Contractor shall inform the Union of any applicants hired from other sources.

Section 5. The Unions shall not knowingly refer an Employee currently employed by any Contractor working under this Agreement to any other Contractor.

Section 6. The Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft workers to fulfill the manpower requirements of the Contractor. The parties to this Agreement support the development of increased numbers of skilled construction workers from the residents of the area of the Project to meet the needs of this Project and the requirements of the industry generally. Toward that end, the Unions will encourage the referral and utilization, to the extent permitted by law and the hiring hall procedures, of qualified residents as journeymen, apprentices and trainees on this
Project and entrance into such apprenticeship and training programs and may be operated by the signatory local unions.

Section 7. If a signatory Union does not have a job referral system as set forth in Section 3 above, the Contractor shall give the union equal opportunity to refer applicants. The contractor shall notify the union of Employees hired from any source other than referral by the union.

Section 8. If the Unions either fail, or are unable, to refer qualified minority or female applicants in percentages equaling the contractor’s affirmative action goals, the Contractor may employ qualified minority or female applicants from any other source.

Section 9. No Employee covered by this Agreement shall be required to join any Union as a condition of being employed, or remaining employed, on the Project; provided, however, that an Employee who is a member of the referring union at the time of referral shall maintain that membership in good standing while employed under the Agreement. All Employees shall, however, be required to comply with the union security provisions of the applicable Schedule A for the period during which they are performing on-site Project work to the extent, as required by law, of rendering payment of the applicable monthly dues and all fees uniformly required for union membership in the Union which is signatory to this Agreement.

Section 10. The parties recognize RT’s interest in providing opportunities to participate on the Project to business enterprises owned by women and disadvantaged business enterprises, as well as other enterprises, which may not have previously had a relationship with the unions signatory to this Agreement. To ensure that such enterprises will have an opportunity to employ on this Project their “Regular” employees, when a Contractor that is not a party to the current collective bargaining agreement with the signatory union having jurisdiction over the affected work is a successful bidder, that contractor may request by name, and local will honor, referral of persons who have applied to the local Union for Project work and who meet the following qualifications:

1. possess any license required by state or federal law for the Project work to be performed;
2. have worked a total of at least 1,000 hours in the construction craft during the prior 3 years;
3. were on the Contractor’s active payroll for at least 60 out of the 180 calendar days prior to the contract award;

RT PROPOSAL
March 19, 1998
(4) have the ability to perform safely the basic functions of the applicable trade.

"Regular employees" will be Employees while working on the Project.

Section 11. Except as provided in Article IV, Section 3, individual seniority should not be recognized or applied to Employees working on the Project.

Section 12. The selection of craft foremen and/or general foremen shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated contractor representatives. Craft foremen shall be designated as working foremen at the request of the Contractor.

ARTICLE IV
UNION REPRESENTATION AND STEWARDS

Section 1. Authorized representatives of the Union shall have access to the Project, provided that they do not interfere with the work of the Employees and further provided that such representatives fully comply with posted visitor and security and safety rules of the Project. It is understood that because of the geographical scope of the Project, and the type of work being undertaken on the Project site, visitors may be limited to certain times, or areas, or to being accompanied at all times while on the Project site; with this in mind, however, the Contractor recognizes the right of access set forth in this Section and such will not be unreasonably withheld from an authorized representative of the Union.

Section 2. (a) Each signatory Union shall have the right to dispatch working journeypersons as stewards for each shift, and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person’s duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of their respective crafts.

(b) In addition to his/her work as an Employee, the steward shall have the right to receive, but not solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the Employee's appropriate supervisor. Each steward shall be concerned with the Employees of the steward's Contractor and if applicable, subcontractors, and not with the Employees of any other Contractor. The Contractor will not discriminate against the steward in the proper performance of his union duties.
(c) When a contractor has multiple, non-contiguous work locations on the site, the Contractor may request, and the Union may appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases a steward may not service more than one work location without the approval of the contractor.

(d) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

**Section 3.** The Contractor agrees to notify the appropriate union twenty-four (24) hours prior to the layoffs of a steward, except in the case of disciplinary discharge for just cause. If a steward is protected against such layoff by the provisions of any Schedule A, such provisions shall be recognized to the extent that the steward possesses the necessary qualifications to perform the work remaining. In any case in which a steward is discharged or disciplined for just cause, the appropriate Union shall be notified immediately by the Contractor.

**Section 4.** On work where the personnel of RT may be working in close proximity to the construction activities, the Union representative, stewards and individual workers will not interfere with personnel, or with personnel employed by any other contractor not a party to this Agreement.

**ARTICLE V**

**MANAGEMENT'S RIGHTS**

**Section 1.** The Contractor retains the full and exclusive authority for the management of its operations. Except as expressly limited by other provisions of this Agreement, the Contractor retains the right to direct the workforce, including the hiring, promotion, transfer, layoff, discipline or discharge for just cause of its Employees; the selection of foremen; the assignment and schedule of work; the promulgation of reasonable work rules; and, the requirement of overtime work, the determination of when it will be worked and the number and identity of Employees engaged in all such work covered by this Agreement. The Employer’s determination of staffing levels shall be consistent with health and safety standards. The applicable Schedule A staffing provisions shall be presumed to establish such standards.

**Section 2.** There shall be no limitation or restriction by a signatory union upon a Contractor’s choice of materials or design, nor regardless of source or location, upon the full use and utilization of equipment, machinery, packaging, pre-cast, pre-fabricated, pre-finish, or pre-assembled materials, tools, or other labor saving devices. The on-site
installation or application of all items shall be performed by the craft having jurisdiction over such work except as otherwise provided herein. It is recognized that installation of specialty items which may be furnished by RT shall be performed by Employees who may be directed by other personnel in a supervisory role, or, in limited circumstances requiring special knowledge of the particular item(s), may be performed by employees of the vendor where Employees working under this Agreement lack the required skills to perform the work.

Section 3. The use of new technology, equipment, machinery, tools and/or labor saving devices and methods of performing work may be initiated by the Contractor from time-to-time during the Project. The Unions will not in any way restrict the implementation of such new devices or work methods. 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 VII of this Agreement.

ARTICLE VI
WORK STOPPAGES AND LOCKOUTS

Section 1. There shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason (including disputes relating to the negotiation or renegotiation of the local collective bargaining agreements which serve as the basis for the Schedule A's) by the Union or Employees against any Contractor covered under this Agreement, and there shall be no picketing at the Project construction site or other activity at the Project construction site that causes a disruption at the Project construction site against any contractor performing work excluded from the scope of this Agreement, and there shall be no lockout by the Contractor. Failure of any Union or Employee to cross any picket line established by any Union, signatory or non-signatory to the Agreement, or by any other organization or individual at or in proximity to the project construction site is a violation of this Article.

Section 2. The Contractor may discharge any Employee violating Section 1, above, and any such Employee will not be eligible for rehire under this Agreement for a period of 180 days. RT and the Union shall take all steps necessary to obtain compliance with this Article and neither shall be held liable for conduct for which it is not responsible.

Section 3. (a) If the Contractor contends that any Union has violated this Article or the provisions of Article XIX, Section 3, it will notify in writing the Union(s) involved, advising it of the fact, with copies of such notice to the Heavy and Highway Committee.

RT PROPOSAL
March 19, 1998
of Northern California ("Heavy and Highway Committee"). The Unions and Heavy and Highway Committee will use the best efforts of its offices to cause the Union or Unions to cease any violation of this Article. The Heavy and Highway Committee shall not be liable for acts of any Union and no Union will be liable for any acts of another Union which it has not ratified.

(b) If the Union contends that any Contractor has violated this Article, it will notify the contractor and RT setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 4.

Section 4. Any party, including RT, who is a party in interest for purposes of this Article, or the Project Contractor, may institute the following procedure, in lieu of or in addition to any other action at law or equity, when a breach of Section 1, above, or Section 3 of Article XIX is alleged:

(a) A party invoking this procedure shall notify [insert name of agreed upon arbitrator] whom the parties agree shall be the permanent arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, he/she shall appoint an alternate. Notice to the arbitrator shall be by the most expeditious means available, with notices to the party alleged to be in violation and to the Heavy and Highway Committee if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by telegram, facsimile, hand delivery or overnight mail but will be deemed effective upon receipt.

(b) Upon receipt of the notice, the arbitrator named above or his/her alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after the notice to the International President(s) required by Section 3, above.

(c) The arbitrator shall notify the parties of the place and time chosen for his hearing. The hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party or parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Section 1, above, or of Section 3 of Article XIX, has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any.

RT PROPOSAL
March 19, 1998
The award shall be issued in writing within three (3) hours after the close 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 the Article and other appropriate relief, and such Award shall be served on all parties by hand or registered mail upon issuance.

(e) Such award shall be final and binding on all parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. Written notice 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 4(d) 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 know 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 hereto are hereby waived by the parties to whom they accrue.

(g) The fees and expenses of the arbitrator shall be equally divided between the moving party or parties and the party or parties respondent.

Section 5. Procedures contained in Article VII shall not be applicable to any alleged violation of this Article, with the single exception that any Employee discharged for violation of Section 1, above, may resort to the procedures of Article VII to determine only if he was, in fact, engaged in that violation.

Section 6. RT is a party in interest in all proceedings arising under this Article and Articles VII and VIII and shall be sent contemporaneous copies of all notifications required under these articles, and, at its option, may participate as a full party in any proceeding initiated under these articles.

ARTICLE VII
DISPUTES AND GRIEVANCES

Section 1. (a) This Agreement is intended to provide close cooperation between management and labor. RT and the Heavy and Highway Committee shall each assign
a representative to this Project for the purpose of assisting RT, the Unions, together with the Contractor, to complete the construction of the Project economically, efficiently, continuously and without interruption, delays or work stoppages.

(b) RT, Contractors, Unions, and 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 solve disputes in accordance with the arbitration provisions set forth in this Article.

Section 2. Any question arising out of and during the term of this Agreement involving its interpretation and application (other than trade jurisdictional disputes or alleged violations of Article VI, Section 1) shall be considered a grievance and subject to resolution under the following procedures:

1. (a) When any Employee feels he is aggrieved by a violation of this Agreement, he shall, through his Union business representative or job steward, within five (5) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the 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. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the grievance procedure provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved unless endorsed by RT within five (5) days after resolution had been reached.

(b) Should the Union(s), RT or any other contractor have a dispute with the other party and, if after conferring within ten (10) working days after the disputing party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within three (3) working days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an Employee complaint.

2. The Business Manager of the involved Union or his Designee, the site representative of the involved Contractor, and the labor relations representative of RT shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the parties fail to reach an agreement,
the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting in Step 2.

3. (a) If the grievance shall have been submitted but not resolved under Step 2, either party may request in writing within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to a neutral arbitrator for a decision. The Contractor(s) and the Union(s) involved in the grievance shall select a neutral arbitrator within ten (10) calendar days after the initial Step 2 meeting. If then cannot agree upon an arbitrator, they shall request a list of seven (7) arbitrators from the California Mediation and Conciliation Service ("CMCS") and shall select the arbitrator from the list they receive from CMCS by alternatively striking the names on the list until one remains. The arbitrator will have the power to fully adjust the grievance but shall not amend or alter this Agreement. The decision of the arbitrator shall be final and binding on all parties and the fee and expenses of such arbitrations shall be borne equally by the involved Contractor and the involved Union(s).

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

Section 3. No adjustment or decision may provide retroactivity exceeding sixty (60) days prior to the date of the filing of a written grievance.

Section 4. RT shall be notified by the involved Contractor of all actions at Steps 2 and 3 and shall, upon its request, be permitted to participate fully in all proceedings at these steps.

ARTICLE VIII
JURISDICTIONAL DISPUTES

Section 1. Work shall be assigned by the Contractor in accordance with the Procedural Rules of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (hereinafter the "Plan"), and shall be based upon the appropriate agreements of records, decision of record and previously provided local written agreements between and/or among the unions. Such assignments shall be disclosed by the Contractor at a pre-job conference held in accordance with industry practice, which pre-job conference will include a representative of RT.

RT PROPOSAL
March 19, 1998
Section 2. Any jurisdictional dispute over the Contractor's assignment of work shall be settled in accordance with one of the following procedures:

(a) Where all of the disputing parties have stipulated to the procedures of the Plan, the dispute will be settled in accordance with the procedural rules and decisions of that Plan and shall be binding upon Contractor.

(b)(1) Where all parties are not bound to the same written dispute resolution procedure, or the dispute involves a difference among the parties over the appropriate body with jurisdiction to decide such dispute or in any other situation not covered in paragraph (a) of this Section, and if the dispute is not resolved among the parties within seven (7) days, it should be referred by any one of the disputing Unions or the involved Contractor, within five (5) days thereafter, to the International unions with which the disputing Unions are affiliated. The International unions and the involved Contractors shall meet promptly to resolve the dispute. Any resolution shall be reduced to writing and signed by the representatives of the involved Contractor and the International Unions.

(b)(2) If the respective International Unions of the disputing locals and the involved Contractor are unable to resolve the dispute within fifteen (15) days from the date of referral, the dispute shall be referred by any of the interested parties to [name of agreed upon arbitrator] (or some other agreed upon neutral) if all interested parties agree, who the parties agree shall be the permanent arbitrator under this Article to hear and decide issues arising from work assignment which is the basis for the dispute. The parties agree that the arbitrator shall, within twenty (20) days of such referral, conduct a hearing and render a determination of the dispute. The parties to the dispute may not be represented by attorneys at such hearing and there shall be no recording of such hearing. The arbitrator shall be offered the opportunity to have a representative of a non-involved Contractor (who shall be designated by RT) and a representative of a non-involved Union (on a rotating basis) sit with him at the hearing as advisors. The fee and expenses of such hearing shall be divided equally between the involved Contractor and the Union(s) receiving the original assignment if a change in assignment is awarded, or by the challenging union(s) if no change in assignment is awarded.

(b)(3) Any award or resolution made pursuant to the procedures in subsections (a) or (b) above, shall be final and binding on the disputing unions and the involved contractor under the Agreement only, and may be enforced in any court of competent jurisdiction. Such award or resolution shall not establish a precedent on any construction work not covered by this Agreement. In all disputes under this Article, RT shall be considered a party in interest, with a full right of participation.
(b)(4) In making his decision as to whether the involved Contractor correctly assigned the disputed work, the arbitrator shall use only the following criteria:

(i) Local craft jurisdictional agreements;

(ii) If there are no agreements as described in (i), National and International craft jurisdictional agreements;

(iii) If there are no agreements as described in (i) or (ii), decisions rendered under the Plan; or

(iv) If none of the above, area trade practice.

(b)(5) The arbitrator's award shall set forth the date upon which a change in assignments, if such is ordered, shall be effectuated, giving consideration to efficiency, economy, and continuity of the job in accomplishing such transfer of work assignment.

Section 3. In making any determination hereunder, there shall be no authority to assign work to a double crew, that is, to more Employees than the minimum required to perform the work involved; nor to assign the work to Employees who are not qualified to perform the work involved. This does not prohibit the establishment, with the agreement of the involved Contractor, of composite crews where more than one (1) Employee is needed for the job. The aforesaid determination shall decide only to whom the disputed work belongs.

Section 4. There will be no strikes, work stoppages, slow downs, or other disruptive activity arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall proceed as assigned by the Contractor. The award or resolution shall be confirmed in writing to the involved parties. There shall be no strike, work stoppage or interruption in protest of any such award or any resolution.

ARTICLE IX
WAGES AND BENEFITS

Section 1. All Employees shall be classified in accordance with the work performed in accordance with the applicable Master Agreement and paid the hourly wage rates for those classifications in compliance with the (state or federal, whichever is higher) prevailing rate determination applicable to each contract let under this Project. If the prevailing wage laws are repealed during the term of this Agreement, the Contractor shall pay the wage rates established under the Schedule A's, except as otherwise
provided in this Agreement. The Contractors shall comply with the applicable State prevailing wage determination made by the Director of the California Department of Industrial Relations, or the federal wage rate determinations issued pursuant to the Davis-Bacon Act, 40 U.S.C. §§276a et seq., which ever is higher.

Section 2. All Employees may be paid by check and shall be paid no later than the end of the work shift Friday. No more than five (5) days’ wages may be withheld. Any Employee whose employment is severed shall be paid all accrued wages promptly in accordance with applicable state and federal law.

Section 3. (a) Contractor is to pay contributions to the established Employee benefits funds in the amounts designated in the appropriate Schedule A and to make all Employee-authorized deductions in the amounts designated in the appropriate Schedule; provided, however, that only such bona fide employee benefits as accrue to the direct benefit of the Employees (such as pension and annuity, health and welfare, vacation, apprenticeship, training funds, etc.) shall be included in this requirement and required to be paid by the Contractor on this Project. Bona fide jointly-Trusteed benefit plans or authorized Employee deduction programs established or negotiated under the applicable Schedule A or by the parties to this Agreement during the life of this Agreement may be added, subject to the limitations upon such negotiated changes contained in Article XIX, Section 2 of this Agreement. Such contributions shall be made in compliance with the applicable prevailing rate determination.

The Contractor adopts and agrees to be bound by the written terms of the legally established trust agreement specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractor authorizes the parties to such Trust Funds to appoint Trustees and successor Trustees to administer the Trust Funds and hereby ratifies and accepts the Trustees so appointed as if make by the Contractor.

(b) Any and all liability of a Contractor(s) to any or all trust funds identified in this Agreement or in the trust agreements referenced herein or in similar or related documents, and/or under the Employee Retirement Income Security Act ("ERISA"), 29 U.S.C. §§1001, et. seq., as amended, or under any other similar or related federal, state or local legislative enactments, shall be limited to the making of contributions under and to the said trust funds only for Employees hired and paid directly by the Contractor on or with respect only to the Project.

(c) No person employed by any subcontractor, supplier or other third party having a contract with or performing services for a Contractor(s) on the Project, or by RT, shall be deemed, for the purpose of ERISA or any other similar or related federal,
state or local legislative enactments, to at any time be an employee of the Contractor and/or RT.

(d) Contractor(s) shall at no time and in no event be responsible for the making of contributions to any or all of the aforesaid trust funds under the aforesaid trust agreements, or as required by ERISA or any other similar or related federal, state or local legislative enactments, on behalf of any subcontractor, supplier or third party with whom the Contractor(s) deal with respect to the Project; provided, however, nothing herein shall be construed to relieve RT, Contractor and/or its subcontractor(s) of its responsibility with respect to any properly filed stop notice and Contractor and/or its subcontractor(s) with respect to their responsibilities under the subcontractor clause of any Schedule A.

(e) Completion of the work by Contractor(s) on the Project shall not be deemed to constitute, nor shall it be contended by Union(s) or any person or entity related thereto to constitute, either a complete or partial withdrawal by Contractor(s) from any multi-employer plan maintained under or as a result of any of the aforesaid trust funds and trust agreements, as the terms "withdrawal," "complete withdrawal" and "partial withdrawal" are defined and used inSubtitle E of ERISA (29 U.S.C. §§1381 et seq.).

ARTICLE X
HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAY

Section 1. Work day and Work Week. Eight (8) hours per day between the hours of 6:00 a.m. and 5:30 p.m., plus one-half (½) hour unpaid for lunch, approximately mid-way through the shift, shall constitute the standard work day. Forty (40) hours per week shall constitute a regular week's work. The work week will start on Monday and conclude on Sunday. The foregoing provisions of this Article are applicable unless otherwise provided in the applicable prevailing wage determination, or unless changes are permitted by law and such are agreed upon by the parties. Nothing herein shall be construed as guaranteeing any Employee eight (8) hours per day or forty (40) hours per week.

Section 2. Starting Times. Employees shall be at their place of work at the starting time and shall remain at their place of work (as designated by the Contractor) performing their assigned functions until quitting time, which is defined as 15 minutes before the scheduled end of the shift. This 15 minutes shall be used for pickup, clean up and travel. The place of work shall be defined as the gang or tool box, or equipment at the Employee's assigned work location or the place where the foreman gives instructions.
The parties reaffirm their policy of a fair day's work for a fair day's wage. There shall be no pay for time not worked unless the Employee is otherwise engaged at the direction of the Contractor.

Section 3. Overtime. Overtime shall be paid in accordance with the requirements of the General Prevailing Wage Determination applicable to each contract let under this Project. All hours worked by an Employee before and/or after his/her regularly scheduled shift shall be paid at time and one-half. There will be no restriction on the Contractor's scheduling of overtime or the non-discriminatory designation of Employees who will work subject to the applicable Schedule A's. Steward overtime shall be as provided in the applicable Schedule A, provided the steward is qualified to perform the work available. There shall be no pyramiding of overtime pay under any circumstances.

Section 4. (a) Shifts. Shift work may be performed at the option of the Contractor(s) upon three (3) days' prior notice to the union, unless a shorter notice period is provided in the applicable Schedule A, and shall continue for a period of not less than one (1) day. Saturdays and Sundays, if worked, may be used for establishing the minimum work shift. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (1/2) hour non-paid lunch period. Pay for the second shift shall be at the Employee's base wage rate for the first shift, plus the second shift differential, if any, established in the applicable Schedule A. If three shifts are worked, the first shift shall be eight (8) hours work exclusive of a one-half (1/2) hour non-paid lunch period for eight (8) hours pay and fringe benefits. The second shift shall be seven and one-half (7-1/2) hours work exclusive of a one-half (1/2) hour non-paid lunch period for eight (8) hours of pay and fringe benefits. The third shift shall be seven (7) hours work exclusive of a one-half (1/2) hour non-paid lunch period for eight (8) hours pay and fringe benefits. The last shift starting on or before 6:00 P.M. Friday shall be considered Friday work time; while the first shift ending at or after 6:00 A.M. on Monday shall be considered Monday work time. The shift starting at or after 6:00 a.m. is designated as the first shift, with the second shift following.

(b) The Contractor may, upon five (5) days' notice to the appropriate union(s), establish a work week of four (4) consecutive ten (10) work hour days (exclusive of on-half (½) hour unpaid lunch period, approximately midway through the shift. Such work week shall consist of the same four days each week, with a fifth day available as a make-up day if needed and not prohibited by the applicable Schedule A. Pay compensation for such shifts shall be at the applicable rates established for first and second shift work in this Agreement, with the addition of premium levels, if any, as required by the applicable general prevailing wage determination.

RT PROPOSAL
March 19, 1998

21
Section 5. Holidays. Recognized holidays on this Project shall be those as set forth in the applicable Schedule A’s, subject to the limitations on negotiated changes contained in Article XIX, Section 2 of this Agreement.

Section 6. (a) Reporting Pay. Employees who report for work and for whom are not provided work, except when given notification not to report to work, shall be paid two (2) hours pay at the regular straight time hourly rate. Employees who are directed to start work shall be paid two (2) hours pay at the regular straight time hourly rate. Employees who work beyond two (2) hours shall be paid for actual hours worked in accordance with the applicable Schedule A. Employees who are paid reporting pay, will be required to remain at the Project site available for work for such time as they are paid, unless released earlier by the principal supervisor of the Contractor(s) or their designated representative. 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.

(b) When an Employee who is sent to the job site from the union referral facility in response to a request by Contractor for an Employee for one (1) day starts work, the Employee will be paid eight (8) hours.

(c) Call Out Pay. Any Employee called out to work outside of his/her shift shall receive a minimum of four hours pay at the appropriate rate, including any applicable premium. This does not apply to time worked as an extension (before or after) of the Employee’s normal shift.

(d) When an Employee leaves the job or work location of his own volition or is discharged for cause, or is not working as a result of the Contractor’s invocation of Article XII, Section 3, the Employee shall be paid only for the actual time worked.

(e) In all cases, if the Employee is reporting on a day on which a premium rate is paid, reporting pay shall be calculated at that rate.

Section 8. Meal Period. The Contractor will schedule a meal period not more than one-half (½) hour duration at the work location at approximately four (4) hours into the scheduled work shift. However, the Contractor may, for efficiency of the operation, establish a schedule which coordinates the meal periods of two or more crafts. An Employee who is required to work through his meal period, he shall be compensated in a manner established in the applicable Schedule A.

Section 9. Make-up Day. To the extent permitted by the applicable general wage determination, when an Employee has been prevented from working for reasons beyond
the control of the Contractor, including, but not limited to inclement weather or other natural causes, during the regularly scheduled work week, a make-up day (whole day only) may be worked on Saturday (unless prohibited by the applicable Schedule A) for which the Employee shall receive eight (8) hours paid at the straight time rate of pay or at any premium rate required for such hours under the prevailing wage law.

ARTICLE XI
APPRENTICES

Section 1. The parties recognize the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, and the Contractor(s) will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

Section 2. The Unions will cooperate with the contractor in furnishing apprentices as requested up to the maximum percentage, and there shall be no restrictions on the utilization of apprentices in performing the work of their craft provided they are properly supervised. The apprentice ratio for each craft shall be in compliance with the applicable prevailing wage determination and the applicable Schedule A.

Section 3. The parties intend to provide meaningful training and job opportunities to residents of the area served by RT which will lead to a career in the trades typically involved in public works projects prosecuted by RT. Accordingly, RT Unions and the Contractors will work with Sacramento Housing and Redevelopment Agency (SHRA), Sacramento Employment and Training Agency (SETA), the Job Corp., Sacramento Regional Occupation Program ("ROP") and the joint apprenticeship training committees representing the appropriate crafts to indenture Sacramento area residents to joint apprenticeship training programs in those crafts most likely to perform on the South Corridor Project, including at a minimum the following crafts: Laborers, Operating Engineers, Teamsters, Iron Workers, Electricians, and Carpenters. The parties will encourage Contractors to employ such apprentices on the project consistent with the applicable apprenticeship standards, Schedule A's and any relevant court orders.

ARTICLE XII
SAFETY, PROTECTION OF PERSON AND PROPERTY

Section 1. (a) It shall be the responsibility of each contractor to ensure safe working conditions and Employee compliance with any safety rules contained herein or
established by RT, the Project Contractor or the Contractor. It is understood that the Employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the RT.

(b) Employees shall be bound by the safety, security, workplace violence and visitor rules established by the Contractor, the Project Contractor or RT. These rules will be published and posted in conspicuous places throughout the work site. An Employee’s failure to satisfy his/her obligations under this Section will subject him/her to discipline, including discharge.

(c) The parties acknowledge that any person working in a safety sensitive position as defined under federal laws and regulations applicable to RT (49 U.S.C. §5331, 49 CFR Parts 40, 653 and 654) shall be subject to alcohol and drug testing as provided in the regulations. RT shall include applicable alcohol and drug testing requirements in all contracts between RT and its Contractors who perform safety sensitive work. Additionally, RT has a “drug free” workplace policy which prohibits Employees working on RT’s premises from having a level of alcohol in their system which could indicate impairment and/or any level of controlled substances (i.e., illegal drugs) in their systems. All federal standards for drug testing of Employees shall be adhered to including those concerning chain of custody, testing protocol, screening and confirming tests, certified laboratories, cut-off levels, split samples, and medical review officers. Employees who test positive will be referred to a Substance Abuse Professional (“SAP”). Employees who are represented by a Union that has an affiliated EAP will be referred to that program. The Union affiliated EAP, if otherwise qualified, will be the SAP for those Employees who are represented by the Union with whom the EAP is affiliated. The Contractor shall reemploy the Employee if it has work available and if the Employee is cleared for work by the SAP. The Employee shall work under a return to work agreement. The return to work agreement will require the Employee to comply with and complete all treatment the SAP and/or the treatment provider determines is appropriate. It will also provide all monitoring of the Employee’s compliance with the treatment plan the SAP and/or the treatment provider develops and will allow the Contractor to require the Employee to submit to unannounced testing. The Contractor may discipline the Employee with the return to work agreement. A positive test on an unannounced test will be considered a violation of the return to work agreement. Any unannounced testing will be performed in accordance with the federal standards incorporated herein.

Section 2. The inspection of incoming shipments of equipment, machinery and construction materials of every kind shall be performed at the discretion of the Contractor by individuals of its choice. All Employees shall comply with the security procedures established by RT and/or Contractor.
**Section 3.** A Contractor may suspend all or a portion of the job to protect the life and safety of an Employee. In such cases, Employees will be compensated only for the actual time worked; provided, however, that where the contractor requests Employees to remain at the site and available for work, the Employees will be compensated for the standby time at their basic hourly rate of pay.

**Section 4.** The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all Employees.

**Section 5-11.** Workers' Compensation.

If RT elects to provide worker's compensation coverage for all Employees, the parties agree to amend this Agreement by incorporating provisions substantially identical to those set out in the 1994 Project Labor Agreement for the Domenigoni Valley Reservoir Project pertaining to the implementation of California Labor Code Section 3201.5.

---

**ARTICLE XIII**

**NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

**Section 1.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, RT, Contractor(s) and Union(s) will not discriminate against any Employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. Any complaints regarding the application of this provision shall be brought to the immediate attention of the involved party for consideration and resolution.

**Section 2.** It is recognized that special procedures may be established by joint agreement of the parties to this Agreement and governmental agencies for the training and employment of persons who have not previously qualified to be employed on construction projects of the type covered by this Agreement. The parties agree that they will make all good faith efforts to assist in the proper implementation of such orders, regulations or agreements for the general benefit of the residents of the Sacramento Metropolitan Region.

**Section 3.** It is recognized that RT and its Contractor's must comply with state and federal laws, regulations and directives pertaining to equal employment opportunity, affirmative action, and participation by disadvantaged business enterprises (hereafter "EEO/AA requirements"). Each Contractor's EEO/AA requirements is incorporated
herein by this reference as though fully set forth herein. The parties shall jointly endeavor to assure that the above-referenced EEO/AA requirements are fully met and that any provisions of this Agreement which may appear to interfere with such requirements shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the parties, to assure full compliance with the spirit and the letter of those requirements and any other federal, state and local rules and regulations relating to said EEO/AA requirements.

ARTICLE XIV
TRAVEL AND SUBSISTENCE

Travel expenses, travel time, subsistence allowance and/or zone rates and parking reimbursements shall not be applicable to work under this Agreement except to the extent provided for in any applicable prevailing wage determination.

ARTICLE XV
WORKING CONDITIONS

Section 1. There will be no rest periods, organized coffee breaks or other non-working time established during working hours. Individual coffee containers will be permitted at the Employee's work location unless contrary to a safety rule.

Section 2. The RT shall establish such reasonable Project rules as the RT deems appropriate and not inconsistent with this Agreement. These rules will be explained at the pre-job conference and posted at the Project site by the Contractor and may be amended thereafter as necessary. Failure to observe these rules and regulations by any Employee may be grounds for discipline, including discharge.

Section 3. There shall be no restrictions on the emergency use of any tools by any qualified Employee or supervisor; or on the use of any tools or equipment for the performance of work within the jurisdiction, provided the Employee can safely use the tools and/or equipment involved. Emergency is defined to mean a condition which makes it necessary to: (1) protect the work, or equipment or materials to be used in the work, human safety, or the environment at or near the site of the work from substantial and immediate danger or injury; or (2) protect the work, or equipment or materials to be used in the work, or human safety or the environment at or near the work site where damage or injury has occurred from further or additional damage or injury or deterioration caused by man, nature, or other source.
Section 4. Recognizing the nature of the work being conducted on the site, Employee access by a private automobile may be limited to certain roads and/or parking areas.

ARTICLE XVI
PRE-JOB CONFERENCE

The purpose of the pre-job conference will be to establish the scope of the work in a Contractor's contract. Where a contract on the Project has been let to a Contractor, a pre-job and/or mark-up conference shall be required upon request of the Union(s), the Contractor and/or RT. The conference will include presentation of information by the Contractor starting date for the work, location of the Project, duration of the job, estimated peak employment and any other conditions deemed peculiar to the particular contract or subcontract, including a general description of the nature of the work to be performed and drawings and specifications, if available.

ARTICLE XVII
MONTHLY MEETING

Section 1. The parties to this Agreement 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, as a minimum, monthly meetings shall be established. The meetings shall be composed of representatives of RT, Contractor, and Union. The meetings shall, at all meetings, present facts concerning any violations of any part of the Agreement by the Contractors. They shall also bring up any practice by a Contractor which in their opinion might lead to a misunderstanding or dispute between the parties. The Contractors shall bring in any complaints regarding failure of any Employee(s) or of the Unions to carry out any and all provisions of this Agreement. The parties may cancel or postpone a meeting if all of them agree a meeting is not necessary.

Section 2. These meetings shall not be used to arrive at any agreement which supersedes, alters, modifies, amends, adds to or subtracts from this Agreement unless the parties specifically agree thereto in writing.

ARTICLE XVIII
SAVINGS AND SEPARABILITY

Section 1. It is not the intention of either the Contractor or the Union parties to violate any laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of this Agreement are finally held or determined to be illegal
or void as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, if and when any provisions of this Agreement are finally held or determined to be illegal or void by a court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of any applicable law and the intent of the parties hereto.

Section 2. The parties recognize the right of RT to withdraw, at its absolute discretion, the utilization of this Agreement as part of any bid specification should a court of competent jurisdiction issue any order, or any applicable statute be invoked which contains any self-applying provision, either of which could result, temporarily or permanently, in delay of the bidding, awarding, and/or construction work on the Project. Notwithstanding such an action by RT, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force and effect on the Project, to the maximum extent legally possible.

Section 3. The occurrence of events covered by Sections 1 and/or 2 above shall not be construed to waive the prohibitions of Article VI.

ARTICLE XIX
DURATION OF THE AGREEMENT

This Project Labor Agreement shall be effective on April 13, 1998 and shall continue in effect for the duration of the Project Construction work described in Article II hereof.

Section 1. (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 RT by the Contractor and RT has accepted such phase, portion, section or segment. As areas and systems of the Project are inspected and construction tested and/or approved and accepted by RT or third parties with the approval of the RT, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by RT to engage in repairs or modifications required by its contract(s) with the RT.

(b) Notice. Notice of each final acceptance received by the Contractor will be provided to the union 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

RT PROPOSAL
March 19, 1998

28
Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of RT and Notice of Acceptance is given by RT to the Contractor.

(c) Termination. Final termination of all obligations, rights and liabilities and disagreements shall occur upon receipt by union of a notice from RT saying that no work remains within the scope of this Agreement for the Project.

Section 2. Schedule A's incorporated as part of this Project Agreement shall continue in full force and effect until a Contractor and/or union parties to the Collective Bargaining Agreements which are the basis for such Schedule A's notify the Project Contractor of mutually agreed upon changes in such Agreements and their effective date(s).

The parties will recognize and implement such changes on their effective dates, provided, however, that any provisions negotiated in the collective bargaining agreements will not apply to work covered by this Agreement if such provisions are less favorable to the Contractor than those uniformly required of contractors for construction work normally covered by those Agreements; nor shall any provision be recognized or applied if it may be construed to apply exclusively or predominantly to work covered by this Agreement. Any disagreement between the parties over the incorporation into a Schedule A of any such provision agreed upon in the negotiation of the local collective bargaining agreement which serves as the basis for the Schedule A shall be referred to a neutral arbitrator selected pursuant to the procedures established in Article VII. As part of this understanding, the Contractor will to pay the increased wages and increased contributions to the relevant jointly administered trust funds pursuant to the provisions of any collective bargaining agreements negotiated by the unions during the work performed on the Project retroactively to the expiration date of the applicable Schedule A, provided, however, if the provisions of any such new collective bargaining agreement provide that said increases shall not become effective until a later date after the date following the expiration date, then that later date shall prevail.

Section 3. There will be no strikes, work stoppages, sympathy strikes, picketing, slowdowns, or any other disruptive activity affecting the Project by any union involved in the negotiation of such local collective bargaining agreements and the resulting Schedule A's, nor shall there be any lock-out on this Project affecting the Union during the course of such negotiations.

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

---

**RT PROPOSAL**
March 19, 1998
For Sacramento Regional Transit District:

For the Union:

Operating Engineers Local Union No. 3

Laborers' Local 185

Sacramento-Sierra Building and Trades Unions

Chauffeurs, Teamsters and Helpers Local Union No. 150

International Brotherhood of Electrical Workers, Local Union No. 340