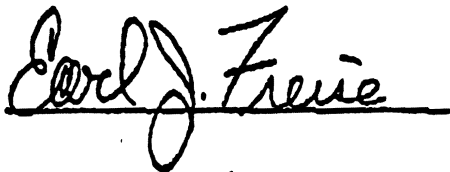


MEMORANDUM OF UNDERSTANDING
CALIFORNIA INSTITUTE OF TECHNOLOGY
and the
CENTRAL WASHINGTON BUILDING AND CONSTRUCTION
TRADES COUNCIL, AFL-CIO
for the
LASER INTERFEROMETER GRAVITATIONAL-WAVE OBSERVATORY
AT HANFORD

The parties to this memorandum recognize the attached Project Labor Agreement as governing the terms and conditions of employment for the construction of the "Laser Interferometer Gravitational-Wave Observatory" at Hanford, which is subject to the Davis-Bacon Act.

FOR THE OWNER:

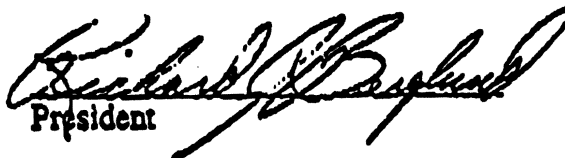
**CALIFORNIA INSTITUTE OF
TECHNOLOGY**



Date: 5/10/94

FOR THE UNIONS:

**CENTRAL WASHINGTON BUILDING AND
CONSTRUCTION TRADES COUNCIL,
AFL-CIO**



President



Secretary

PROJECT LABOR AGREEMENT
for the
LASER INTERFEROMETER GRAVITATIONAL-WAVE OBSERVATORY
AT HANFORD

ARTICLE I
SCOPE

Section 1: This AGREEMENT shall only apply to all construction performed for the California Institute of Technology (CIT), hereinafter, the OWNER, by employers and all subcontractors for the Laser Interferometer Gravitational Wave Observatory (LIGO) at the Hanford Site near Richland, Washington.

Section 2: This AGREEMENT shall NOT apply to the following:

- (A) Executives, engineers, superintendents, assistant superintendents, timekeepers, messengers, clerical office workers, guards or any employees above general foremen.
- (B) Testing or inspection of equipment apparatus or systems of the OWNER, after such OWNER'S acceptance of and physical possession of such equipment apparatus, system, facility or component.
- (C) The deliveries of equipment, apparatus, machinery and construction material to the site of construction.

ARTICLE II
RECOGNITION

Section 1: The EMPLOYERS recognize and acknowledge the UNIONS affiliated and in good standing with the Central Washington Building and Construction Trades Council as the exclusive bargaining representatives of all construction craft employees performing work covered by this AGREEMENT with respect to wages, hours and all other terms and conditions of employment.

Section 2: The EMPLOYERS are the principals and do not act as the agent of or bind the OWNER for any purpose relating to or arising out of the terms and conditions hereof.

ARTICLE III
EMPLOYMENT

The following employment provisions shall apply:

- (A) **EMPLOYERS** and all subcontractors performing construction work on the Site described in this **AGREEMENT** shall, in filling craft job vacancies, utilize and be bound by the registration facilities and referral systems established or authorized by the **UNIONS** signatory hereto when such procedures are not in violation of Federal law. The **EMPLOYER** shall have the right to reject any applicant referred by the **UNION**.
- (B) The **EMPLOYER** shall have the unqualified right to select and hire key personnel such as foremen and general foremen and those possessing special skills and the **UNIONS** agree to refer the requested individuals subject to legal hiring hall provisions.
- (C) In the event referral facilities maintained by the **UNIONS** are unable to fill the requisition of an **EMPLOYER** for employees within a forty-eight (48) hour period after such requisition is made by the **EMPLOYER** (Saturday, Sunday and holidays excepted): the **EMPLOYER** shall be free to obtain workmen from any source.
- (D) All employees covered by this **AGREEMENT** and coming under the jurisdiction of the **UNIONS**, shall, as a condition of employment, become members of appropriate **UNION** within eight (8) days following the date of their employment, and shall remain members in good standing during the term of this **AGREEMENT**. "Good Standing" for the purpose of this **AGREEMENT** is interpreted to mean the payment or tender of initiation fees and periodic union dues uniformly required as a condition of acquiring or retaining membership.
- (E) The **UNION** represents that its local **UNIONS** administer and control their referrals, and it is agreed these referrals will be made in a nondiscriminatory manner and in full compliance with federal, state and local laws and regulations.
- (F) The **UNIONS** agree to hold the **EMPLOYERS** harmless for any liability arising out of the improper administration by the **UNION** of the referral procedure.
- (G) Each of the **UNIONS** signatory hereto shall have the right to designate a working journeyman as steward for each **EMPLOYER** and the steward shall be recognized as the **UNION'S** representative. Such designated steward shall be a qualified workman assigned to a crew and shall be the last journeyman on the project. The steward shall not perform supervisory duties of that craft. Under no circumstances shall there be a nonworking steward.

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ARTICLE IV **SUBCONTRACTING**

Section 1: A subcontractor is any person, firm or corporation who takes over or performs any portion of the construction work to be done at the site of the construction, alteration, painting or repair of a building, structure or other OWNER contract or subcontract work for a signatory contractor at the site of construction under contract with a signatory contractor.

Section 2: A signatory EMPLOYER shall not subcontract or otherwise transfer in whole or in part any construction work covered by this AGREEMENT to be done at the site of the construction, alteration, painting or repair of a building, structure or other work, unless the person, firm, corporation or other business entity is signatory to this AGREEMENT.

Section 3: The furnishing of materials, supplies or equipment and the delivery thereof shall in no case be considered subcontracting.

Section 4: The EMPLOYER and each subcontractor shall be required to hold a pre-job conference with the UNIONS before commencement of any work on the site.

ARTICLE V **HOURS OF WORK, SHIFTS AND OVERTIME**

Section 1: The standard work day shall consist of eight (8) hours of work between 7:00 am. and 5:30 pm. with one half hour designated as an unpaid period for lunch, which may be taken between the hours of 11:00 a.m. and 1:30 p.m. but not to exceed five (5) hours from the start of the shift. In the event an employee goes beyond five (5) hours without a lunch, he shall receive one half hour's pay at the overtime rate in addition to regular shift pay.

The standard work week shall be five (5) consecutive days commencing with the day shift on Monday. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day, or forty (40) hours of work per week.

The EMPLOYER may adjust the scheduled start time as per this AGREEMENT one (1) hour in either direction.

Section 2: Shift Work

Shifts may be established when considered necessary by the EMPLOYER.

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(A) Shift hours and rates will be as follows:

First shift (day shift): Eight (8) hours pay for eight (8) hours work, plus one half (1/2) hour unpaid lunch period. The first shift shall be worked between the hours of 7:00 a.m. and 5:30 p.m.

Second shift (swing shift): Eight (8) hours pay for seven and one half (7 1/2) hours work, plus one half (1/2) hour unpaid lunch period. The second shift shall be worked between the hours of 3:30 p.m. and 1:30 a.m.

Third shift (graveyard shift): Eight (8) hours pay for seven (7) hours work, plus one half (1/2) hour unpaid lunch period. The third shift shall be worked between the hours of 10:30 p.m. and 8:30 a.m.

- (B) Shifts shall be established and continue for a minimum of five (5) consecutive work days. If Saturday and/or Sunday are worked, they shall be included in the five (5) day minimum period. It is understood the third shift on Friday must end on a calendar Saturday morning.
- (C) The interval between shifts worked in the same day shall not exceed the reasonable time necessary to change shifts and in no event shall such interval exceed one (1) hour.
- (D) If only two shifts are to be worked, the EMPLOYER may regulate starting times of the two shift operations to permit maximum utilization of daylight hours.
- (E) When special conditions warrant, swing and/or graveyard shifts may be worked even though no day and/or swing shift is worked. Normal shift premiums apply.

Section 3: Overtime

All work performed in excess of the standard work day, Monday through Friday, and all work performed on Saturday shall be at the rate of time and one-half the basic straight time hourly wage rate. All work performed on Sundays and holidays shall be paid at twice the basic straight time hourly wage rate. There shall be no duplication or pyramiding of overtime and/or premium pay.

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Section 4: Reporting Pay

When an employee reports for work at the time and place specified by the EMPLOYER and he is not put to work or he works less than two hours, he shall be paid for two hours at the applicable straight-time rate of pay. If, after working two hours, he is prevented from working a full eight hours, he shall be paid for actual hours worked. It is the intent of this section that an employee who shows up for work shall be paid at least two hours of a shift, except when he has been notified, at the EMPLOYER'S expense, not to report by direct contact, from the EMPLOYER. When the proper notice is given and the employee reports, he shall not be entitled to reporting pay.

If an employee leaves the job on his own accord, he will be paid for actual hours worked. If an employee reports to work in a condition unable to work, he will not be eligible for reporting pay.

Section 5: Option for 10-Hour Shift

The EMPLOYER may, at his option, establish a first and/or a second shift consisting of ten (10) hours of work, exclusive of a one-half (1/2) hour non-paid lunch period per day. The first eight (8) hours of work on these shifts shall be paid for at the basic straight-time hourly wage rate. The last two (2) hours of work shall be paid for at the rate of time and one half (1-1/2) the basic straight-time hourly wage rate.

ARTICLE VI **HOLIDAYS**

Holidays recognized under this AGREEMENT shall be as follows:

New Years Day	Thanksgiving Day
Memorial Day	Friday following Thanksgiving
July Fourth	Christmas Day
Labor Day	

Should any of these holidays fall on a Saturday, the previous Friday shall be a holiday and should any of these holidays fall on a Sunday, the following Monday shall be considered a legal holiday and observed as such. A holiday shall be the twenty-four hour period, commencing with the starting time of the first shift on the day of the holiday. No work shall be performed on Labor Day except to save life or property.

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ARTICLE VII **WAGESCALES AND FRINGE BENEFITS**

Section 1: All wages, fringe benefits and travel provisions shall be paid equal to, and in accordance with the applicable provisions of the Hanford Site Stabilization Agreement (HSSA) that are in effect at the time they are earned.

Section 2: All employees covered by this AGREEMENT shall be paid weekly, by check on company time before the end of their regular shift, on Friday, unless failure to pay on such day is mutually considered beyond the reasonable control of the EMPLOYER. When an employee cannot be paid accordingly because of a holiday, he shall be paid on his last shift before the holiday.

Section 3: Employees on the swing and graveyard shifts or on a special shift extending beyond the quitting time for the day shift shall be paid by not later than quitting time Thursday's shift. If an employee is discharged or laid off, he/she shall be paid in full provided he/she is present at the job or place where he/she is employed. Employees who voluntarily terminate their employment shall be paid in full provided they give adequate, timely notice.

Section 4: If an employee is not paid as herein provided, said employee must be paid an additional four (4) hour's straight-time pay for each twenty-four (24) hour period or portion thereof prior to actual payment. When mailing checks, the postmark on the envelope will determine if the check was mailed timely and will serve as the cutoff for any penalty.

Section 5:

- (A)** When the EMPLOYER contributes fringe benefit payments into local, regional or national trust funds, the EMPLOYER agrees to be bound to all lawful terms and conditions of such trust agreements, and all amendments thereto. The EMPLOYER further agrees to accept as its representatives in the administration of such funds, the employer trustees serving such funds. Furthermore, the EMPLOYER and UNION may establish other trust funds by mutual agreement when necessary.
- (B)** Fringe benefit payments shall be paid only on the basis of hours worked, not hours paid for, except where this is in violation of the applicable trust agreement, in which case the provisions of the trust agreement will prevail. In the case of shift work, compensable hours shall apply.

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Section 6: Dues Check-off

Upon presentation of a proper authorization form executed by the individual employee, the EMPLOYER agrees to deduct UNION dues and remit same to the UNION in accordance with applicable laws. The authorization forms shall be supplied by the UNION.

ARTICLE VIII CERTIFICATION

If the job to be performed requires additional certification of any kind, the EMPLOYER shall pay for all expenses involved in such testing, including wages and cost of testing, and shall (after 30 days of employment or completion of the job) provide the employee and the UNION with a copy of the certification.

ARTICLE IX GENERAL WORKING CONDITIONS

Section 1: Employment begins and ends at the job site.

Section 2: The selection of craft foremen and general foremen including the number of foremen required shall be entirely the responsibility of the EMPLOYER, it being understood that in the selection of such foremen the EMPLOYER will give primary consideration to the qualified individuals available in the local area. After giving such consideration, the EMPLOYER may select such craft individuals from other areas. Foremen and general foremen shall take orders from the designated EMPLOYER representatives.

Section 3: There shall be no limit on production by workmen 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 the direction of the craft foremen. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations.

Section 4: The parties reaffirm their policy of a fair day's work for a fair day's pay. Any violation of work starting and stopping times will be grounds for termination. Employees shall be at the place of work designated by the EMPLOYER at the starting time and shall remain at their place of work until quitting time except where the OWNER'S security and/or job requirements require employees to report to work or quit their work at different locations. The EMPLOYER agrees to provide adequate time at the end of each shift for picking up tools.

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Section 5: There shall be no limit to the number of work classifications or pieces of equipment employees can work within their craft when qualified to perform the work.

Section 6: The EMPLOYER shall determine the need for overtime and will have the specific right to assign employees to work overtime, including the use of partial crews. The EMPLOYER will designate when employees will work and all overtime. If overtime is worked, the EMPLOYER will make a reasonable effort to distribute overtime on an equitable basis wherever practicable.

Section 7: The EMPLOYER shall establish such reasonable project rules as the EMPLOYER deems appropriate. These rules will be reviewed at the pre-job conference and posted at the project site by the EMPLOYER, and may be amended thereafter as necessary. EMPLOYERS and the UNIONS agree to conform to all security regulations and requirements of the OWNER.

Section 8: Adequate facilities will be provided for employees in which to dry their clothes and eat their lunches. These facilities shall be adequately heated and shall not be used for storing supplies, tools or equipment to the extent that the facilities are rendered unsuitable for the intended use.

ARTICLE X **SAFETY AND HEALTH**

Section 1: The EMPLOYER acknowledges responsibility to comply with all applicable laws, ordinances and regulations relating to safety and health. No employee will be required to perform any work in an unsafe manner or unsafe condition.

Section 2: The employees covered by the terms of this AGREEMENT shall at all times be bound by the safety rules and regulations as established by the EMPLOYER in accordance with WISHA and OSHA safety rules and regulations. Any employee's failure to comply with the safety requirements heretofore referred to, or failure to participate and cooperate in such program shall be cause for discharge.

Section 3: The UNIONS agree that all employees will be required to use all required safety equipment and all required protective clothing supplied by the EMPLOYER. Failure or refusal to use such protective equipment is cause for discharge.

Section 4: It will not be a violation of this AGREEMENT, when the EMPLOYER considers it is necessary to shut down 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,

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employees will be compensated only for the actual time worked. In the case of a situation described above whereby the EMPLOYER requests employees to stand by, the employees will be compensated for the "standby" time. Employees shall not be discharged for refusing to work in the above-described situations.

ARTICLE XI **SECURITY OF EQUIPMENT AND TOOLS**

Security procedures for the control of tools, equipment and materials shall be solely the responsibility of the EMPLOYER. The EMPLOYER will be responsible to cover the costs of the full, priorly agreed to inventory of employee tools lost because of fire, flood or theft. Tools broken or damaged in the course of employment will be replaced or reimbursement will be made by the EMPLOYER upon the presentation of satisfactory evidence.

ARTICLE XII **WORK ASSIGNMENTS**

The EMPLOYER and subcontractor shall make assignments of work to the respective crafts at the mark-up meeting, or in writing within forty-eight (48) hours after the mark-up meeting, to all interested parties. The parties may discuss and/or agree upon all other aspects of the contract work at the mark-up meeting.

Jurisdictional disputes will be handled in accordance with the Procedural Rules and Regulations of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, effective June 1, 1984, or any successor plan.

ARTICLE XIII **GRIEVANCE PROCEDURE**

Section 1: It is specifically agreed that, in the event any disputes arise out of the interpretation or application of this AGREEMENT, excluding questions of jurisdiction of work, which shall be adjusted pursuant to Article XIII, Work Assignments, such disputes shall be settled in accordance with the procedures set out herein. No such grievance shall be recognized unless called to the attention of the EMPLOYER by the UNION or to the attention of the UNION by the EMPLOYER in writing or postmarked within ten (10) working days after the alleged violation was committed.

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Employees must notify their UNION within three (3) working days of the alleged violation.

Section 2: Grievances shall be settled according to the following procedure.

Step 1: The written disputes shall be referred to the Representative of the UNION involved or his designated representative and the EMPLOYER'S designated representative.

Step 2: In the event the Representative of the UNION and the EMPLOYER'S designated representative cannot reach agreement within five (5) working days after a meeting is arranged and held, the matter shall be referred to the representative of the International Union and the designated representative of the EMPLOYER.

Step 3: In the event the Representative of the International Union and the EMPLOYER'S Representative are unable to resolve the dispute within ten (10) calendar days after completion of Step 2, it shall be adjusted by arbitration in the manner hereinafter set forth.

The EMPLOYER or his designated representative and the UNION shall then select an arbitrator for final and binding arbitration. The impartial arbitrator shall be selected from a panel of arbitrators submitted by the Federal Mediation and Conciliation Service in accordance with their procedures. The written decision of the Arbitrator shall be binding upon all parties. The Arbitrator shall have no authority to change, amend, add to, or detract from any of the provisions of this AGREEMENT. The expense of the impartial arbitrator shall be borne equally by the EMPLOYER and the UNION.

Step 4: The time limits specified in any step of the Grievance Procedure may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the Grievance Procedure. However, failure to process a grievance, or failure to respond in writing, within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such grievance to the other without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.

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ARTICLE XIV
SAVINGS CLAUSE

This AGREEMENT is intended to be in conformity with all applicable rules and regulations including, but not limited to, Federal, State and local statutes or a decision by a court of competent jurisdiction. Should any conflict occur between any provision of this AGREEMENT and the terms of any of the above, subject provision shall become null and void and the EMPLOYER and the UNIONS will enter into negotiations to bring such a provision into conformance with the law, rule, or regulation. However, all other provisions of this AGREEMENT not in conflict with any of the above shall not be annulled or superseded and shall remain in full force and effect.