

PROJECT LABOR AGREEMENT

FOR THE

**SEATTLE MULTIMODAL TERMINAL AT COLMAN
DOCK**

BETWEEN

HOFFMAN-PACIFIC, A JV

AND

**SEATTLE/KING COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL
AND THE NORTHWEST CONSTRUCTION ALLIANECE**

MAY 2018

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
1 PREAMBLE.....	3
2 PURPOSE.....	4
3 RECOGNITION.....	5
4 SCOPE OF AGREEMENT.....	5
5 UNION REPRESENTATION.....	9
6 MANAGEMENT RIGHTS.....	10
7 PRE-JOB CONFERENCES.....	11
8 PROJECT ADMINISTRATIVE COMMITTEE.....	11
9 HIRING PROCEDURES.....	12
10 HOURS OF WORK, OVERTIME, SHIFTS, HOLIDAYS.....	15
11 APPRENTICESHIP	18
12 HELMETS TO HARDHATS	20
13 PAY DAY.....	20
14 CRAFT JURISDICTION AND JURISDICTIONAL DISPUTES ADJUSTMENT.....	21
15 WORK RULES.....	21
16 MISCELLANEOUS PROVISIONS.....	23
17 SAFETY, HEALTH AND SANITATION.....	24
18 NO STRIKE – NO LOCKOUT.....	24
19 GRIEVANCE PROCEDURE.....	27
20 GENERAL SAVINGS CLAUSE.....	28
21 TERMS OF AGREEMENT.....	29
22 WAGE SCALES AND FRINGE BENEFITS.....	29
23 DRUG FREE WORKPLACE.....	31
24 SIGNATURE PAGES.....	32

ADDENDUMS/ ATTACHMENTS/EXHIBITS

ADDENDUM A	SUBSTANCE ABUSE PREVENTION PROGRAM RECOGNIZED EMPLOYER OR INDUSTRY ALCOHOL AND DRUG PROGRAMS
ADDENDUM B	ALCOHOL AND DRUG POLICY – CLARIFICATION OF ISSUES
ADDENDUM C	REINSTATEMENT OF ELIGIBILITY TO ACCESS CODIFICATION OF PROGRAM CONSENT FORM REHABILITATION TESTING AGREEMENT CONDITION OF EMPLOYMENT LAST CHANCE AGREEMENT
ATTACHMENT 1	LETTER OF ASSENT

ARTICLE 1 - PREAMBLE

1.1

This Project Labor Agreement (hereinafter referred to, the "Agreement" or "PLA") is entered into on May ____, 2018 by and between Hoffman-Pacific, A JV., General Contractor/Construction Manager, selected for the Project, as defined in Article 4.1 herein, (hereinafter, "GC/CM"), for and on behalf of the themselves and its subcontractors (hereinafter "Subcontractor"); and the Seattle/King County Building and Construction Trades Council and the Northwest Construction Alliance (NCA) and the Local Unions (hereinafter, collectively called the "Union(s)") acting on their own behalf and on behalf of their respective affiliates and members whose names are subscribed hereto and have, through their duly authorized officers, have executed this Agreement with respect to the construction of the Seattle Multimodal Terminal at Colman Dock.

1.2

It is understood by the parties to this Agreement that the construction work covered by this Agreement will be contracted exclusively to the GC/CM and its Subcontractors, of any tier, who agree to execute and be bound by the terms of this Agreement. Therefore, the Unions agree that any Contractor acting as a Subcontractor to the GC/CM shall execute this Agreement for purposes of covering such work. The GC/CM will monitor and administer the compliance with this Agreement by all subcontractors of every tier, who through their execution of a Letter of Assent binding them to this Agreement, shall have become bound hereto.

1.3

The GC/CM will implement this Agreement by including appropriate provisions in the bid documents, contract specifications, and other contract documents for Covered Work, as hereinafter defined. As a result, the GC/CM, and the various subcontractors, of any tier, performing covered work will become party to this Agreement.

1.4

This Agreement represents the complete understanding of the parties, and neither the GC/CM nor any of its Subcontractors will be required to sign any other agreement with a signatory union as a condition of performing work within the scope of this Agreement. It is understood that this Agreement constitutes a self-contained, stand-alone agreement. No practice, understanding or agreement between the GC/CM or its Subcontractors and a Union party that is not specifically set forth in this Agreement will be binding on any other party except that if the Agreement is silent on any issue the local crafts Collective Bargaining Agreement shall prevail.

1.5

The Unions agree that this Agreement will be made available to, and will fully apply to, any successful bidder for work who becomes signatory hereto, 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 project or at any location other than the project site as defined in this

Agreement. The Unions hereby pledge to work cooperatively with all businesses awarded work governed by this Agreement, despite any other dispute they may have with a business over, for example, trust or benefit payments that arose on non-covered work.

ARTICLE 2 - PURPOSE

2.1

The Colman Dock project plans to replace the aging and seismically vulnerable components of Colman Dock in order to maintain ferry service in the future. The project will also address existing safety concerns related to conflicts between vehicles and pedestrian traffic as well as operational inefficiencies. The project will be implemented as a multi-phased project.

Currently, Colman Dock is Washington State Ferries largest and busiest ferry terminal, supporting transportation across Puget Sound between downtown Seattle and communities in Kitsap County and the Olympic Peninsula. It serves general and commercial purpose traffic, high occupancy vehicles, transit, bicyclists, and pedestrians. King County also operates three Water Taxi routes from the south side of Colman Dock. In 2013 alone, Colman Dock served 9 million riders, including 4.8 million foot passengers.

Key elements of the Colman Project include: New and reconfigured concrete/steel trestle replacing the timber trestle portion of the dock; New 22,000 square foot main terminal building (LEED Silver); New 3,000 square foot staff building; New 9,000 square foot entry building connecting to Marion Street pedestrian overpass (LEED Silver); New Slip 3 vehicle transfer span and overhead loading structures; New Passenger Only Ferry (POF) facility with pedestrian bridge connection to main terminal building; Mitigation for 5,000 square feet of additional overwater coverage at adjacent WSDOT owned Pier 48; and Utilities & Systems. Some of this work has been deferred pending additional funding.

The facility will continue to support two WSF routes and three King County routes during construction. In order to support the sailing schedules and maintain the current level of service for all modes, the following operational requirements will be in place: Two slips operational at all times for WSF ferries; Minimal disruption to Water Taxis; Vehicle access at Yesler Way, two vehicle egress lanes at Marion Street, and two vehicle egress lanes at Yesler Way at all times; Minimal holding capacity on the dock for 450 vehicles; Passenger space sufficient to accommodate processing and queuing for walk-on customers, including accessible restrooms; Accessible route from the street to the vessel passenger deck; accessible ticket sales, restrooms, and vertical circulation; Separated pedestrian egress and access from/to vessels; Grade separation of foot passengers and vehicles and connection to the Marion Street pedestrian bridge; Temporary vehicle access across the dock to allow safe and efficient vehicle loading and unloading during construction; and Systems and utilities operational at all times, including security, communications, and sales.

2.2

In recognition of the special needs of this Project and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Project Labor Agreement, the parties agree to establish and put into practice effective and binding methods for settlement of all misunderstandings, disputes, or grievances that may arise between the GC/CM or the GC/CM's subcontractors at any tier level, and the Unions, or their members, to the end that the, GC/CM and Unions are assured of complete continuity of operation without slowdown or interruption of any kind. The GC/CM shall monitor the compliance of this Agreement who, through their execution of the Agreement, or a Letter of Assent binding them to this Agreement, together with their Subcontractors, shall have become bound hereto.

2.3

The parties are committed to providing open access to bidding opportunities for all Contractors and to assuring an adequate supply of craft workers possessing the requisite skills and training in order to provide the taxpayers a project of the highest quality. Further, the parties agree to cooperate throughout the term of this Agreement to develop methods to reduce the GC/CM's construction and project administrative costs.

ARTICLE 3 - RECOGNITION**3.1****Union Recognition**

The Contractor(s) recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this Agreement. This subsection shall not alter the pre-existing legal status of any bargaining relationship between any individual Subcontractor and signatory Union.

ARTICLE 4 – SCOPE OF AGREEMENT**4.1**

This PLA shall apply and is limited to all new construction as defined in this Article and performed by the GC/CM and their subcontractor(s) of any tier who have been awarded contracts for such work, or for whom bids have been received for contracts before, on or after the effective date of this PLA, and covering construction, including rework, and other construction-related activities originating on-site and necessary to the Colman Dock Project as described herein. This Agreement shall also apply to any art work infrastructure installed by the GC/CM or its Subcontractors. Any work defined in RCW 39.12 performed at the Project Site will be subject to the PLA.

It is agreed that the GC/CM shall require all Subcontractors of whatever tier who have been awarded contracts for work covered by this Agreement, to accept and be bound by the terms and conditions of this PLA by executing the Letter of Assent (Attachment

1) prior to commencing work, except Subcontractors that started work prior to execution of the PLA shall execute the Letter of Assent within 14 days of the PLA execution. The GC/CM shall assure compliance with this Agreement by the Subcontractors. It is further agreed that, if the PLA is silent on any issue the local crafts Collective Bargaining Agreement shall prevail. Where there is a conflict, the terms and conditions of this PLA shall supersede and override terms and conditions of any and all other national, area or local Collective Bargaining Agreements, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception that Article V (Union Recognition), VI (Management Rights), and VII (Work Stoppages and Lock Out) of this Project Labor Agreement shall apply to such work.

4.2

Items specifically excluded from the scope of the Agreement include the following:

- a) Work of non-manual employees, including but not limited to, executives, engineers, draftsmen, superintendents, supervisors, assistant supervisors, staff engineer inspectors, quality control and quality assurance personnel, timekeepers, mail carriers, clerks, office workers, including messengers, office cleaning service, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, community relations or public affairs, environmental compliance, supervisory and management employees.
- b) Furniture, fixture, and equipment installers retained by the Owner for work to be performed after building trades subcontractors have completed construction- related work and/or contract completion date.
- c) Employers and their Employees controlled by the Owner.
- d) Employees engaged in any work performed on or near, or leading to or into, the Project site by state, county, city, or other governmental bodies, their retained contractors, or by public utilities or their contractors, or by other public agencies or their contractors.
- e) Employees engaged in maintenance on owned or leased equipment and on-site supervision of such work.
- f) Employees engaged in warranty functions and warranty work, and on-site supervision of such work.
- g) Startup, testing, and commissioning personnel employed by the Contractors or the Owner, laboratory for specialty testing or inspections not ordinarily done by the signatory Local Unions.

- h) All off-site manufacture of materials, equipment, or machinery except as identified in Section 4.1.
- i) Non-construction support services contracted by the Owner or the Contractor(s) in connection with this Project.
- j) All employees, subconsultants, and agents of the design teams or any other consultants of the Owner for specialty testing, architectural/engineering design, and other professional services.
- k) Artists and their installers retained by the Owner during the course of the Project.

4.3

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

4.4

The Owner or the GC/CM, as appropriate, has the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or non-existence of any Agreements between such bidder and any party to this Agreement: provided that, except as provided under Article 4.1, such bidder shall be willing, ready, and able to execute and comply with this Agreement should it be designated the successful bidder.

4.5

It is understood by the parties that the Owner may at any time and in its sole discretion determine to add, modify, or delete facilities. If facilities are added to the Project scope, they would be automatically covered by this Agreement.

The provisions of this Agreement shall apply to the construction of the named Project, notwithstanding the provisions of local, area and/or national agreements that may conflict or differ from the terms of this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a conflicting provision of a collective bargaining agreement, the provisions of this Agreement shall "*prevail*": otherwise the terms of applicable collective bargaining agreements shall apply except that the work of the INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS on this Project shall be performed under the terms of its NATIONAL AGREEMENT, provided that the provisions of ARTICLE(S) 14 CRAFT JURISDICTION AND JURISDICTIONAL DISPUTES ADJUSTMENT, 18 NO-STRIKE-NO LOCKOUT, and 20 GRIEVANCE PROCEDURE, of this Agreement shall apply to such work.

4.6

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

4.7

It is agreed that all Contractors that have been awarded contracts for work covered by this Agreement that is bid and awarded before, 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 Agreement, and shall evidence their acceptance by the execution of a Letter of Assent prior to the commencement of work. A signed copy of the Letter of Assent (Attachment 1) executed by the Subcontractor shall be immediately transmitted to the signatory Local Unions prior to the dispatch of employees to the jobsite.

4.8

The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the Owner, the Contractor(s) or any of their subcontractors.

4.9

None of the provisions of this Agreement shall apply to Washington State Ferries and nothing contained herein shall be construed to prohibit Washington State Ferries or its employees from performing their routine work on the Project site. Washington State Ferries employees will not perform work that is covered by the terms of this Agreement.

4.10

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

ARTICLE 5 – UNION REPRESENTATION

5.1

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

Section and such access will not be unreasonably withheld from an authorized representative of the Union.

5.2

The Unions signatory hereto shall have the right to designate a steward for each Subcontractor signatory with that craft type, one (1) working journeyman as Steward for all related craft personnel, who shall be recognized as the Union's representative for a signatory hereto. Such designated Stewards shall be a qualified worker assigned to a crew and shall perform the work of their craft. Under no circumstances shall there be a non-working Steward on the Project.

5.3

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

5.4

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

5.5

A Steward for each craft of the signatory Unions employed on the Project shall be permitted on the Project site at all times. They shall not be subjected to discrimination or discharge on account of proper Union activities. The Unions agree that such activities shall not unreasonably interfere with the Steward's work for the GC/CM or its subcontractors.

5.6

It is recognized by the Subcontractors that the employee selected as Steward shall remain on the job as long as there is work within their craft for which they are qualified, willing, and able to perform. The Subcontractors shall be notified in writing by the applicable Union of the selection of each Steward. The Subcontractors shall be responsible for notifying the Unions prior to terminating a Steward as follows:

A) For Cause or Voluntary Quit: As soon as possible after it becomes known to the Contractor(s) either by telephone call or electronic means;

B) Reduction in Force: 48 hours prior written notice.

5.7

The Steward may not cause or encourage work stoppage, and, if found guilty of instigating such action, will be subject to action by the GC/CM, and its Subcontractors, up to and including discharge and/or removal from the project.

5.8

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

5.9

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

ARTICLE 6 – MANAGEMENT RIGHTS**6.1**

Subject to the terms of this PLA the GC/CM and its Subcontractors retain full and exclusive authority for the management of its operations. The GC/CM and its Subcontractors shall direct their working forces at their sole prerogative, including, but not limited to, hiring, promotion, transfer, lay-off, discipline or discharge for cause; the selection of foremen and general foremen; the assignment and scheduling of work; and the requirement of overtime work, the determination of when it will be worked, and the number and identity of employees engaged in such work.

The promulgation of reasonable work rules shall be subject to the review of the Project Administrative Committee (as described in Article 8).

6.2

No rules, customs, or practices shall be permitted or observed that limit or restrict production, or limit or restrict the working efforts of employees. The GC/CM and its Subcontractors may, in their sole discretion, utilize the most efficient method or techniques of construction, tools, or other labor-saving devices.

6.3

The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth herein. The GC/CM and its Subcontractors therefore retain all legal rights not specifically covered by this Agreement.

6.4

Except as otherwise expressly stated in this Agreement, there shall be no limitation or restriction upon the Owner or the Contractor's choice of materials or design, or, regardless of source or location, upon the full use and installation and utilization of equipment, machinery, package units, pre-casts, pre-fabricated, pre-finished, or pre-assembled materials, tools, or other labor-saving devices. The Subcontractors may without restriction install or otherwise use materials, supplies, or equipment regardless of their source. The on-site installation or application of such items shall be generally performed by the craft having jurisdiction over such work. Provided, however, it is recognized that other personnel having special talents or qualifications may participate in the installation, check-off, or testing of specialized or unusual equipment. If there is any disagreement between the Subcontractor and the Union concerning the manner or implementation of such device or method of work, the implementation shall proceed as directed by the Subcontractor and the Union shall have the right to grieve and/or arbitrate the dispute as forth in Article 19 of this Agreement.

ARTICLE 7 - PRE-JOB CONFERENCES

7.1

The GC/CM and its Subcontractors at all tier levels, that are awarded work after the effective date of this Agreement, shall be required to hold a pre-job meeting two (2) weeks prior to the commencement of construction activities including any additions or expansion of the original-scopes on the Project. Any subcontractors that have started work prior to the execution of the PLA and are still performing after the execution of the PLA shall hold a pre-job meeting within 30 days of the execution of this agreement. The GC/CM agrees that all Subcontractors, as noted above, will be required to arrange such a pre-job conference through the GC/CM's designated PLA Administrator. In addition to the information developed relative to jurisdiction of work at the pre-job conference, the GC/CM and its subcontractors will present all information available regarding starting date for the work, duration of the job, estimated peak employment, and any other conditions deemed peculiar to the particular subcontract. Subcontractors who have performed or are performing work on Sound Transit, King County or City of Seattle PLA/CWA's may be eligible for a waiver of pre-job meeting.

7.2

The GC/CM and any of its Subcontractors who fail to hold such pre-job conference prior to the commencement of work shall be considered in violation of this Agreement. The Unions shall immediately advise the GC/CM of this violation who will take corrective action.

ARTICLE 8 - PROJECT ADMINISTRATIVE COMMITTEE

8.1

The parties to this Agreement hereby recognize the necessity of cooperation and the elimination of disputes, misunderstandings, or unfair practices on the part of any party, and to secure this end, it is hereby agreed that a Project Administrative Committee shall be established to be comprised of the GC/CM's representatives, representatives of its Subcontractors at every tier level, as may be required, the Unions party to the Agreement, a representative of the Building Trades Council and a representative from the National Construction Alliance (NCA) who shall meet at the Seattle Building Trades offices or other agreed location according to a mutually agreeable monthly schedule, however this may be modified by mutual agreement of the Parties. The Parties shall at such meetings present facts concerning any violations of any part of the Agreement by the GC/CM (or its Subcontractors) or the Unions. Additionally, the Unions agree to notify the GC/CM's designated PLA Administrator upon discovery of a potential violation of this Agreement. They shall also bring up any practice by the GC/CM, or its Subcontractors, which in their opinion might lead to a misunderstanding or dispute between the parties. The GC/CM, or its subcontractors, shall bring in any complaints regarding failure of any employee or employees, or of the Unions to carry out any and all provisions of this Agreement.

8.2

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

8.3

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

8.4

The Project Administrative Committee shall meet as agreed but not less than once each month unless mutually agreed to by the parties to review the operation of the Agreement.

8.6

The Project Administrative Committee shall be convened within 48 hours on an emergency basis at the request of any party to the Agreement.

ARTICLE 9 - HIRING PROCEDURES**9.1**

It is agreed that affirmative action shall be taken to afford equal employment opportunity to all qualified persons without regard to race, creed, color, sex, age, marital status, religion, sexual orientation, ancestry, veteran status, disability or national origin. This shall be applicable to all matters relating to hiring, training, promotion, transfer or termination of employees. Furthermore, the parties agree to cooperate to the fullest extent to achieve the intent and purpose of the applicable regulations of Title VII, Civil Rights Act of 1964, and Executive Order No. 11246, or such laws or Executive Orders as may supersede them; however, the GC/CM shall not be required to establish or implement an affirmative action plan. This Agreement is subordinate to the Equal Employment/Affirmative Action Resolutions and Apprenticeship Program requirements for the Project. To the extent the GC/CM and its Subcontractors, despite reasonable efforts, are unable to meet the objectives and requirements set forth in this Article through use of craft employees represented by any Union signatory, the GC/CM and its Subcontractors shall be allowed to recruit from any other source and such recruits will have seven (7) calendar days to join the applicable Local Union.

9.2

The Subcontractors shall have the right to determine the competency of all employees, the number of employees required and shall have the sole responsibility for selecting employees to be laid off, consistent with Article 9.3 below.

9.3

- a) For Local Unions now having a job referral system, the Contractors agree to comply with such system and it shall be used exclusively by the GC/CM and its subcontractors. Such job referral system will be operated in a non-discriminatory manner and in full compliance with federal, state, and local laws and regulations that require equal employment opportunities and non-discrimination, and referrals shall not be affected by obligations of union membership or the lack thereof.
- b) The Contractors may reject any referral for any lawful nondiscriminatory reason, provided they comply with Article 10.8 regarding reporting pay.

9.4

In the event that Local Unions are unable to fill any request for employees within forty-eight (48) hours after such request is made by any Subcontractor (Saturdays, Sundays, and holidays excepted), the Subcontractor may employ applicants from any other available source. The Subcontractor shall inform the Union in writing of the name and social security number of any applicants hired from other sources and shall refer the applicant to the Local Union for dispatch to the Project, and such applicant will have seven (7) calendar days to join the Local Union.

9.5

Failure of an employee to pay or tender fees or dues as required by Article 9.4 shall, upon the request of the Union in writing, result in the immediate termination of such employee, after the employee is provided with seven (7) calendar days to challenge or cure any claim of failure to pay dues as required.

9.6

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

9.7

The parties recognize the GC/CM's commitment to provide opportunities to participate on the Project to business enterprises that 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 their "core" employees on this Project, the parties agree that in those situations where any Subcontractor not a party to a current collective bargaining agreement with the signatory Union having jurisdiction over the affected work is a successful bidder, such Subcontractor may request by name, and the Local will honor, up to a maximum of three (3) designated core employees, provided that the Subcontractor first demonstrates that those persons possess the following qualifications:

- a) possess any license required by state or federal law for the Project work to be performed;

- b) have worked a total of at least one thousand (1,000) hours in the construction craft during the prior three (3) years;
- c) were on the Subcontractor's active payroll for at least sixty (60) out of the one hundred eighty (180) calendar days prior to the contract award;
- d) have the ability to perform safely the basic functions of the applicable trade.

9.8

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

- a) Subcontractors may request by name, and the Union will honor by referral, up to a maximum of three (3) designated core employees in each subcontractor on an alternating basis with the Subcontractor selecting first.
 - Core employee
 - Union referral
 - Core employee
 - Union referral
 - Core employee

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

- b) It is agreed that specific terms and conditions governing hiring and assignment of Union workers in supplement to small Subcontractors' existing core employees (who would be displaced by the local referral procedure) may be negotiated jointly by the Subcontractor and applicable local Union.
- c) For the duration of the Subcontractor's work, the ratio of "core" employees to hiring hall referrals shall be maintained, and when the Subcontractor's workforce is reduced, employees shall be reduced in the same ratio as was applied in the initial hiring.
- d) Any Subcontractor attempting to circumvent the hiring provisions of this Agreement by misclassifying any of its employees as supervisors or foremen, shall forfeit its right to employ "core" employees on this project.
- e) No "core" employee covered by this Agreement shall be required to join any Union as a condition of being employed on the Project; provided, however, that an employee who is a member of the referring Union at the time of the referral shall maintain that membership in good standing while employed under the Agreement. All Core employees not currently a member of the appropriate Union signatory to this Agreement shall, however, be required to pay a representational fee equal to 94 percent of the regular dues of the appropriate Union, for the period during which

they are performing covered work. The Subcontractors agree to deduct union dues or representation fees, whichever is applicable, from the pay of any employee who executes a voluntary authorization for such deductions and to remit the dues or fees to the Union(s).

9.9

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

ARTICLE 10 - HOURS OF WORK, OVERTIME, SHIFTS, HOLIDAYS

10.1

Hours of Work

Eight (8) hours shall constitute a standard work day. Five days, Monday through Friday, shall constitute a standard work week. Standard shift workday shall be worked between the hours of 6:00 a.m. to 6:00 p.m. for first shift, with one-half hour unpaid lunch period. The GC/CM may vary the start time to take advantage of daylight hours, weather conditions, tidal conditions, applicable noise limitation requirements or shifts, to permit an even and manageable flow of workers to the jobsite. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week. Notification of change in hours of work will be given to the Union in writing five (5) calendar days prior to implementation. Work hours shall be uniform for all crafts as much as is practicable. However, due to the unique conditions of this project work hours, at times, may be different for different crafts.

10.2

The GC/CM and its Subcontractors, per the local collective bargaining agreement, may elect to work a four ten-hour day schedule ("4/10"), Monday through Thursday or Tuesday through Friday. Ten (10) hours, between 6:00 a. m., and 6:00 p.m., shall constitute a workday on a 4/10 schedule. Any 4/10 schedule must be worked for a minimum of two (2) weeks. The GC/CM shall notify the Unions which shift they will be working.

10.3

Lunch Period

The GC/CM and its Subcontractors will schedule an unpaid meal period of not more than one-half (1/2) hour's duration at the work location approximately at the mid-point of the scheduled work shift.

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

2. By mutual agreement between the Union and the Contractor an additional hour of overtime pay may be provided in lieu of above.
3. Employees required to work more than two (2) hours after the end of the regular eight (8) hour shift or one (1) hour after the end of the regular four (4) tens (10), ten (10) hour shift shall be furnished a meal and paid one-half (1/2) hour at the applicable wage rate and every five (5) hours thereafter, employees shall be given time for a meal. Mealtime shall be paid at the regular overtime rate and adequate lunch be provided by the Employer at the Project Site.
4. By mutual agreement between the Union and the Contractor an additional hour of overtime pay may be provided in lieu of above.

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

10.4 Shifts

All shift work shall refer to the local applicable collective bargaining agreement.

10.5 Overtime

Except as otherwise required by the applicable prevailing wage determination, overtime will be paid at the rate of one and one-half (1 1/2) times the applicable straight-time hourly rate for work performed by an employee in excess of eight (8) hours daily, Monday through Friday on a five (5) eight (8) hour day schedule, or for work performed in excess of ten (10) hours daily, Monday through Thursday or Tuesday through Friday, on a four ten-hour day schedule, or forty (40) hours per week. All work on Saturday, Sunday and holidays will be paid at the applicable overtime calculation rate as required by RCW 39.12. There will be no restriction on the Contractors' scheduling of overtime or the non-discriminatory designation of employees who will work the available overtime. There shall be no pyramiding of overtime pay under any circumstances.

10.6 Holidays

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

10.7

It will not be a violation of the Agreement when the GC/CM considers it necessary to shut down the project in whole or in part to avoid the possible loss of human life because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the GC/CM or its Subcontractors requests employees to stand by, the employees will be compensated for the standby time as per the provisions of Article 10.9(a).

10.8**Reporting Time** (*Show-up Time*)

a) Reporting Pay

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

b) Make-up Day

Should any of the Contractors be unable to work forty (40) hours in any workweek due to weather or other conditions over which they have no control, the Contractor(s) may, to the extent permitted by the applicable prevailing wage law, schedule a make-up day (Saturday for 5/8 schedule; Friday or Monday for 4/10 schedule). All hours worked on a make-up day to complete the forty (40) hours for the standard workweek shall be paid at the straight time rate of pay. Any hours in excess of the standard workweek worked on Saturday shall be paid at time and one-half the straight time rate of pay. For make-up day work, the full crew must be scheduled. The make-up day may not be utilized on an individual employee basis or to make up holidays. Make-up days are voluntary and should a crew member decline the make-up day's work, the Contractor(s) may select a member of another crew as a replacement, or allow the crew to work without the regular crew member. All make-up day work will be scheduled for a full work day.

c) Discharge Departure

When an employee leaves the job or work location of his/her own volition or is discharged for cause or is not working as a result of the GC/CM's invocation of Article 10.7, the employee shall be paid only for actual time worked.

d) Premium Rate Day

In all cases, if the employee is reporting on a day on which an overtime rate is paid, reporting pay shall be calculated at that rate.

ARTICLE 11 - APPRENTICESHIP PROGRAM

11.1

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

11.2 Apprenticeship Requirements and Utilization Goals

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

- (a) The Contractor and its Subcontractors, at all tier levels, shall be required to make good faith efforts to achieve a requirement of 15% of all labor hours to be performed by apprentices on their particular contract or subcontract.
- (b) "Good faith efforts" means the strongest possible efforts that the Contractor and its Subcontractors can reasonably make to meet the established apprentice goal.
- (c) The following identifies the aspirational diversity goals for this project:

Minorities	21%
Women	12%

11.3 Development of a Skilled Construction Workforce

All parties to this agreement supports the development of a skilled construction workforce through appropriate apprenticeship and training organizations, particularly for minorities, women and others facing significant employment barriers. The parties also support pre-apprenticeship programs such as Pre-apprenticeship Construction Education (PACE), Apprenticeship and Nontraditional Employment for Women (ANEW), Youthbuild, Helmets to Hard Hats and the Pacific Northwest Ironworkers Pre-

Apprenticeship in their goals to assist workers with particular barriers or any other program that is mutually agreed to by the parties at a future date.

11.4 Apprenticeship Utilization Plan

The GC/CM and its Subcontractors shall prepare and submit a plan to the Unions for participation of registered apprentices from Washington State Apprenticeship Training Council (WSATC) approved programs. The GC/CM and its Subcontractors shall estimate the total contract labor hours to be worked on the construction contract awarded to it and shall establish the anticipated apprenticeship participation by craft and hours.

During the construction phases, the GC/CM shall submit a report at the monthly Project Administrative Committee meeting on the number of apprentices utilized by employer, craft and trade at each tier and level of work.

11.5 Support for Pre-Apprenticeship through Preferred Entry

The parties agree to construct and expand pathways to livable wage jobs and careers in the construction industry for community residents through collaborative workforce development systems involving community based training providers and Union based apprenticeship programs.

The Preferred Entry program, as defined by this agreement, will identify individuals meeting certain criteria and who are compliant with the entry standards for those apprenticeship programs that allow for preferred entry of qualified applicants into their programs. Preferred Entry candidates shall be placed with contractors working on this project utilizing an interview process, as first period apprentices.

The goal would be to have one (1) of each five (5) apprentices come from a Pre-Apprenticeship program identified in Article 11.3 above.

The Contractors agree and the Unions support hiring of preferred entry apprentices as early as possible in the Project. The provisions of this agreement will include Preferred Entry qualified applicants hired from local Pre-Apprenticeship Training programs. In order to give preferred entry apprentices an opportunity to become established in their apprenticeship they must work a minimum of 700 hours of work. The Contractor's goal is to provide a minimum of 700 hours of work for each preferred entry, unless the worker is terminated for cause.

ARTICLE 12 – HELMETS TO HARDHATS

The Contractors and the Unions recognize a desire to facilitate the entry of veterans into the building and construction trades that are interested in careers in the construction industry. The Unions agree to utilize the services of the Center for Military

Recruitment, Assessment, and Veterans Employment (hereinafter referred to as "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs of such veterans.

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

ARTICLE 13 - PAY DAY

13.1

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

13.2

A penalty for a delinquent paycheck shall be paid according to the applicable craft's Collective Bargaining Agreement.

ARTICLE 14 - CRAFT JURISDICTION AND JURISDICTIONAL DISPUTES ADJUSTMENT

14.1

The assignment of work will be solely the responsibility of the Subcontractor performing the work involved, and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the Plan) or any successor Plan (Exhibit 2).

14.2

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

shall be final, binding and conclusive on the Contractors and Unions parties to this PLA.

14.3

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

14.4

Each Subcontractor will be required to conduct a pre-job conference, coordinated by the GC/CM's Labor Relations Administrator, with the Building and Construction Trades Council and NCA representative two (2) weeks prior to initial commencement of work and on an as needed basis for projects with multiple phases and/on start dates. Subcontractors that have started work prior to the execution of the PLA shall conduct a pre-job conference within 30 days of execution of the PLA. The purpose of this conference is to promote communication and provide the parties an opportunity to review the work prior to the start of construction.

14.5

Any award or resolution made pursuant to this procedure shall be final and binding on the disputing Unions and the involved Subcontractor under this PLA only, and may be enforced in any court of competent jurisdiction in accordance with the Plan. Such award or resolution shall not establish a precedent on any construction work not covered by this PLA. In all disputes under this Article, the Subcontractor shall be considered a party in interest.

ARTICLE 15 - WORK RULES**15.1**

Employment begins and ends at the jobsite, unless employees need to be transported to the jobsite per Article 15.8.

15.2

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

15.3

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 supervision of craft foremen. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations;

provided, however, legitimate manning practices that are a part of national and/or local agreements shall be followed.

15.4

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

15.5

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

15.6

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

15.7

The GC/CM may establish reasonable Project rules as they deem appropriate and not inconsistent with this Agreement; however, such rules shall be subject to review by the Project Administration Committee. These rules will be explained at the pre-job conference and posted at the Project site by the GC/CM and may be amended thereafter as necessary. Failure to observe these rules and regulations by any employee may be grounds for discipline, including discharge.

15.8

Parking at or near the jobsite will be provided to the workers at no cost.

- If parking cannot be provided, transportation between the parking area and the jobsite shall be provided by the Subcontractor with the employees going in on their own time and out on the Subcontractors time.
- If the transportation time exceeds 15 minutes each way the time shall be compensable.
- Parking shall be reimbursed if workers are required to park in a private lot.

ARTICLE 16 - MISCELLANEOUS PROVISIONS**16.1**

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

16.2

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

16.3

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

16.4

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

16.5

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

ARTICLE 17 - SAFETY, HEALTH AND SANITATION**17.1**

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

17.2

The GC/CM, the GC/CM's Subcontractors, and their respective employees shall comply with all applicable provisions of state and federal laws and regulations, including the Occupational Safety and Health Act of 1970, as amended, and those regulations relating to job safety and safe working practices.

17.3

The GC/CM or its Subcontractors shall provide a convenient and sanitary supply of drinking water, cooled in the summer months, and sanitary drinking cups.

17.4

The GC/CM or its Subcontractors shall provide adequate sanitary toilet facilities, water, and clean-up facilities for the employees. Dry shacks for breaks and employee's personal equipment storage shall be per the local Collective Bargaining Agreements (CBA's).

17.5

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

17.6

All required safety equipment shall be provided by the GC/CM or its Subcontractors.

ARTICLE 18 - NO STRIKE - NO LOCKOUT**18.1**

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

18.2

The Union and its applicable Local Union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the GC/CM's project site, and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities that violate this Article. Any employee who participates in or encourages any activities that interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than ninety (90) days.

18.3

Neither the Union nor its applicable Local Union shall be liable for acts of employees for whom it has no responsibility. The International Union General President or Presidents will immediately instruct, order, and use the best efforts of his/her office to cause the Local Union or Unions to cease any violations of this Article. An International Union complying with this obligation shall not be liable for unauthorized acts of its Local Union. The principal officer or officers of a Local Union will immediately instruct, order and use the best efforts of his/her office to cause the employees the Local Union represents to cease any violations of this Article. A Local Union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the GC/CM to exercise its right in any instance shall not be deemed a waiver of its right in

any other instance.

18.4

In the event of any work stoppage, strike, picketing, or other disruptive activity in violation of this Article, the GC/CM may suspend all or any portion of the Project work affected by such activity at the GC/CM's discretion and without penalty.

18.5

There shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity affecting the Project site during the duration of this PLA. Any Union or Local Union that initiates or participates in a work stoppage in violation of this Article, or that recognizes or supports the work stoppage of another Union or Local Union that is in violation of this Article, agrees as a remedy for said violation to pay liquidated damages in accordance with Section 18.6 of this Article.

18.6

In lieu of, or in addition to, any other action at law or equity, any party may institute the following procedure when a breach of this Article is alleged, after the Union(s) or Local Union(s) has been notified of the fact.

- a) The party invoking this procedure shall notify (to be mutually determined) who the parties agree shall be the Arbitrator under this procedure. Notice to the Arbitrator shall be by the most expeditious means available, with notice by facsimile, email or any other effective written means, to the party alleged to be in violation and the International Union President and/or the Local Union.
- b) Upon receipt of said notice, the Arbitrator named above shall set and hold a hearing within twenty-four (24) hours if it is contended the violation still exists.
- c) The Arbitrator shall notify the parties by facsimile, telegram, or any other effective written means, of the place and time he or she has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.
- d) The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The award shall be issued in writing within three (3) hours after the end of the hearing and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) calendar days, but its issuance shall not delay compliance with or enforcement of the award. The Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.
- e) Such award may be enforced by any court of competent jurisdiction upon the filing of this PLA and all other relevant documents referred to herein above in the

following manner. Facsimile or expedited mail or personal service of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's award as issued under Section 6 of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address by registered mail.

- f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance therewith, are hereby waived by parties to whom they accrue.
- g) The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.
- h) If the Arbitrator determines that a work stoppage has occurred in accordance with Section 18.6 d above, the party or parties found to be in violation shall pay as liquidated damages the following amounts: for the first shift in which the violation occurred, \$10,000; for the second shift, \$10,000; for the third shift, \$10,000; for each shift thereafter on which the craft has not returned to work, \$10,000 per shift. The specific damages in this Section shall be paid to the GC/CM. The Arbitrator shall retain jurisdiction to determine compliance with this Section and Article.

18.7

The procedures contained in Section 18.6 through 18.6 (h) shall be applicable to violations of this Article. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation or mitigation of any violation of this Article, shall be resolved under the grievance adjudication procedures of Article 19 - Grievance Procedure.

18.8

The GC/CM is a party of interest in all proceedings arising under this Article and Articles 14 and 20 and shall be sent copies of all notifications required under these Articles and shall initiate or participate as a full party in any proceeding initiated under this Article.

ARTICLE 19 - GRIEVANCE PROCEDURE

19.1

This PLA is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

19.2

The GC/CM and its Subcontractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

19.3

Any question or dispute arising out of and during the term of this PLA (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following steps:

a) Step 1

When any employee subject to the provisions of this PLA feels they have been aggrieved by a violation of this PLA, through their Local Union business representative or job steward, shall, within ten (10) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the Local Union or the job steward and the work-site representative of the involved Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the GC/CM shall keep the meeting minutes and shall respond to the Union representative in writing at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the PLA alleged to have been violated. Should the Local Union(s) or any Contractor(s) have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

b) Step 2

The International Union Representative and the involved Subcontractor(s) shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the GC/CM. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) working days thereafter.

c) Step 3

If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) working days thereafter that the grievance be submitted to the mutually agreed upon Arbitrator. The decision of the Arbitrator shall

be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Subcontractor(s) and the involved Local Union(s).

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

19.4

The GC/CM shall be notified of all actions under Article 19.3, Steps 2 and 3 above and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE 20 - GENERAL SAVINGS CLAUSE

20.1

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

20.2

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

ARTICLE 21 - TERMS OF AGREEMENT

21.1

This Project Labor Agreement shall become effective on **May** ___ 2018, and shall continue only until the Project is completed or abandoned by the Owner, or by the GC/CM for the Project.

21.2

a) Turnover. Construction of any phase, portion, section or segment of the Project shall be deemed complete when such phase, portion, section or segment has been turned over to the Owner by the GC/CM and the Owner has accepted such phase, portion, section or segment. As areas and systems of the Project are inspected and

construction tested and/or approved by the Owner, the Agreement shall have no further force or effect on such items or areas, except when a Subcontractor is directed by the GC/CM or the Owner to engage in repairs or modifications required by its contract(s) with the Owner.

- b) Notice. Written notice of each final acceptance received by the GC/CM will be provided to the Building Trades Council with a description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch list", and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the Owner and a letter of completion/Final Acceptance is given by the Owner to the GC/CM. A copy of the "punch list" will be available to the Unions.
- c) Termination. Final termination of all obligations, rights, liabilities, and disagreements shall occur upon receipt by the Building Trades Council of a written notice from the Owner or GC/CM saying that no work remains within the scope of the Agreement for the GC/CM or its successor(s).

ARTICLE 22 - WAGE SCALES AND FRINGE BENEFITS

22.1

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

22.2

All employees covered by this Agreement shall be classified in accordance with work performed and paid the hourly wage rates for those classifications in compliance with the applicable prevailing rates as required by Chapter 39.12 of the Revised Code of Washington, as amended. This requirement applies to laborers, workers and mechanics, employed by the GC/CM and its Subcontractors, or by any other person who performs a portion of the work contemplated by this Agreement and that is covered by the terms hereof.

22.3

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

22.4

The current Washington State prevailing wage rates (*PWR*) for the inception of this project are dated 2017. Such Washington *PWR* that have been provided to the parties hereto by the industrial statistician of the Washington State Department of Labor and Industries (L&I) will be available for review at the L&I website at: <http://www.lni.wa.gov/prevailingwage/> and are incorporated into this Agreement as if set forth herein.

22.5

In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for determination to the Director of the Department of Labor and Industries of the State of Washington,

22.6

The GC/CM and its Subcontractors adopt and agree to be bound by the written terms of the legally established trust agreements, for each craft hired, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The GC/CM and its Subcontractors authorize 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 made by the GC/CM or its Subcontractors.

22.7

If any Subcontractor is delinquent in any Trust Fund contributions, the Union or the Trust Fund shall first make every effort to resolve the delinquency. After all efforts have been exhausted, the Union or Trust Fund shall provide timely notification to the GC/CM, together with all documentary evidence of the delinquency endorsed by the Fund. Upon such notification, the GC/CM may attempt to resolve the delinquency with its Subcontractor, the Union and the Fund. If the delinquency is not resolved within ten (10) calendar days thereafter, the GC/CM shall withhold an amount to cover the delinquency from any retained funds otherwise due and owing to the Subcontractor and shall not release such withholding until the Subcontractor is in compliance. If the delinquent amounts are undisputed in whole or in part between the Fund and the delinquent Subcontractor, the GC/CM shall issue a joint check to the Fund and the Subcontractor in the amount of the undisputed delinquency.

22.8

Copies of the Union Trust Agreements are available upon request.

ARTICLE 23 - DRUG FREE WORKPLACE**23.1**

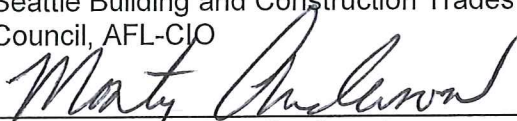
The parties to this Agreement agree to implement a Drug Free Workplace Policy and Program for the duration of this Agreement. Such policy will be administered in accordance with the provisions of the Alcohol and Drug Policy included as Addendums to this Project Labor Agreement as identified in the Table on Contents herein. If a program is implemented and the Unions party to this Agreement have an existing drug and alcohol-testing program that is equal to or better than the proposed program, that includes pre-employment, for cause and random testing, the GC/CM shall agree to recognize the Union program.

For the Contractor:
Hoffman-Pacific, A JV
GC/CM

Thomas G. Peterson, Managing Partner

Affiliated Local Unions

Seattle Building and Construction Trades Council, AFL-CIO


Monty Anderson, Executive Secretary


Northwest Construction Alliance


Dan Hutchins, Director of Contract Administration

International Association of Heat and Frost Insulators and Allied Workers, Local #7


Todd Mitchell, Business Manager

International Union of Bricklayers and Allied Craftworkers, Pacific Northwest ADC


Benny Wright, Union Representative

International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local #502


Tracey Eixenberger, Business Manager

Operative Plasterers' and Cement Masons' International Association of the United States of America, Local #528


Eric Coffelt, Business Manager

International Brotherhood of Electrical Workers, Local #46


Bud Allbery, Business Manager

International Union of Painters and Allied Trades District Council 5


Denis Sullivan, Business Manager

International Union of Elevator Constructors, Local #19


Patrick Strafer, Business Manager

United Association Plumbers Pipe Fitters Refrigeration & HVAC, Local 32


Jeffrey J. Owen, Business Manager

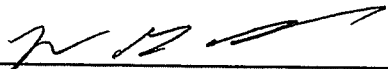
Iron Workers Union, Local #86


Chris McClain, Business Manager

United Union of Roofers Waterproofers & Allied Workers Local 54


Steve Hurley, Business Manager

For the Contractor:
Hoffman-Pacific, A JV
GC/CM



Thomas G. Peterson, Managing Partner

Affiliated Local Unions

Seattle Building and Construction Trades
Council, AFL-CIO

Monty Anderson, Executive Secretary

International Association of Heat and Frost
Insulators and Allied Workers, Local #7

Todd Mitchell, Business Manager

International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths, Forgers and
Helpers, Local #502

Tracey Eixenberger, Business Manager

International Brotherhood of Electrical
Workers, Local #46

Bud Allbery, Business Manager

International Union of Elevator Constructors,
Local #19

Patrick Strafer, Business Manager

Iron Workers Union, Local #86

Chris McClain, Business Manager

Northwest Construction Alliance

Dan Hutchins, Director of Contract Administration

International Union of Bricklayers and Allied
Craftworkers, Pacific Northwest ADC

Benny Wright, Union Representative

Operative Plasterers' and Cement Masons'
International Association of the United States
of America, Local #528

Eric Coffelt, Business Manager

International Union of Painters and Allied
Trades District Council 5

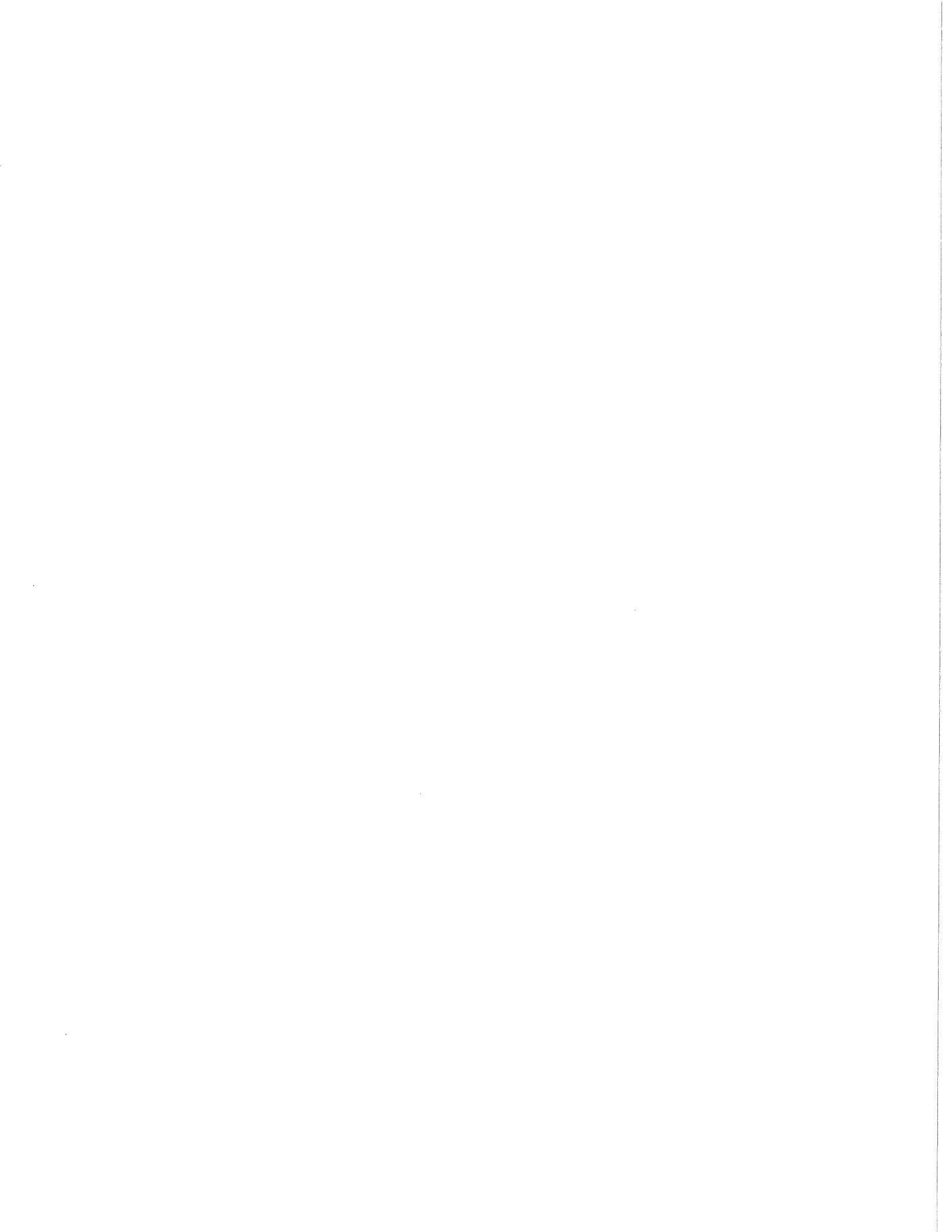
Denis Sullivan, Business Manager

United Association Plumbers Pipe Fitters
Refrigeration & HVAC Local 32

Jeffrey J. Owen, Business Manager

United Union of Roofers Waterproofers &
Allied Workers Local 54

Steve Hurley, Business Manager



Hod Carriers and General Laborers, Local #242



Dale Cannon, Business Manager

United Association of Sprinkler Fitters Local 699



Stanton Bonnell, Business Manager

Teamsters, Local #174



Rick Hicks, Business Manager

Sheet Metal Workers' International Association, Local #66



Tim Carter, Business Manager

Operating Engineers, Local #302



Daren Konopaski, Business Manager

ADDENDUM A

SUBSTANCE ABUSE PREVENTION PROGRAM

**HOFFMAN-PACIFIC, A JV
ALCOHOL AND DRUG POLICY STATEMENT**

1. PURPOSE – Hoffman-Pacific recognizes that alcohol and drug abuse in the work place has become a major concern. We believe that by reducing alcohol and drug use we will improve the safety, health and productivity of employees, including employees of subcontractors and vendors employed at the work site. The object of this policy is to provide a safe and healthy work place for all employees, to prevent incidents, to cooperate with the owners of our projects, their architects and consultants in maintaining a safe work place and to comply with federal and state health and safety regulations.

2. DEFINITIONS -

A. Alcohol - Means ethyl alcohol (ethanol). References to use or possession of alcohol include use or possession of any beverage, mixture or preparation containing alcohol.

B. Drug - Means any substance other than alcohol capable of altering the mood, perception, pain level or judgment of the individual consuming it, or any "controlled substance" or "controlled dangerous substance" as defined by federal and state statutes. "Illegal drug" means any drug or controlled substance the sale or consumption of which is illegal under state or federal law.

C. Employee - Any individual who actually performs jobsite work for any contractor, vendor or supplier on the project for Employer and its subcontractors and suppliers, at every tier.

Premises - Employer premises includes all operative premises, facilities, offices, garages, work places, dry shacks and Employer owned tool boxes and equipment.

Medical Facility - Means a hospital, clinic, physicians office or laboratory where testing for alcohol or drugs can be collected according to recognized professional standards.

PROHIBITION - This use of alcoholic beverages or marijuana by employees when on Employer premises, is prohibited. The unlawful manufacturing, distribution, possession or use of any illegal drug is also prohibited. Employees must not report for duty or work on Employer premises under the influence of, or have in their possession, any alcoholic beverage, illegally obtained drug, narcotic or other illegal substance. Employees may be tested for alcohol or drugs pursuant to this policy. Any employee who tests positive for alcohol or drugs is subject to immediate discharge and will be ineligible for rehire except as provided.

PRE-EMPLOYMENT DRUG SCREENS - All prospective employees prior to being acceptable for employment on any project and all prospective employees of subcontractors or vendors who may perform work on Hoffman-Pacific projects shall be given tests for the presence of alcohol, marijuana, etc. and (prescription/non-prescription*) drugs. These tests shall be done by an independent medical facility which has been approved by the Employer. Pre-employment screening tests shall be taken prior to the employee reporting for work. In the event that the independent medical facility cannot provide results of such tests to the employer prior to the

scheduled reporting time of the employee, it is understood that the employee shall be considered a probationary employee until such time as the results from the tests are known to the Employer. Further, the presence of one or more of those drugs, alcohol or marijuana will be cause for rejection for employment. Refusal to submit to the screening tests will constitute voluntary withdrawal of application for employment. Positive and invalid test results will be reported immediately to a designated Hoffman-Pacific employee on the applicable project. Employees who test positive for the presence of alcohol and drugs will have the opportunity to explain the positive test results. *Positive tests due to prescription medication will be considered positive until a copy of the prescription for the medication and/or a letter from the individual's licensed health care provider is received in the corporate office. The use of drugs/medicine prescribed by a licensed health care provider for the individual is permitted provided it will not affect the individual's ability to safely perform their job duties. Any individual who has been informed that the drugs/medicine could prevent them from safely performing their job duties, must inform his or her supervisor prior to using any such drug/medicine on the job.

5. POST INCIDENT TESTING - Under the following circumstances any individual either directly or indirectly involved in an incident, will be tested for the presence of alcohol and drugs. 1) Incident results in an injury requiring off-site medical treatment; 2) Involvement as a participant crew member in the circumstances surrounding an incident; 3) Incident results in damage to equipment and/or property.

6. POST EMPLOYMENT TESTING - Testing may be conducted on an individual basis whenever Employer has reasonable cause to believe that an employee or a group of employees is, or may be under the influence of alcohol or drugs. Employer may conduct post employment testing project wide, up to three times in any twelve-month period, without notice.

7. RIGHT TO SEARCH - Employees and their property, which include lunch boxes and toolboxes, are subject to search while on Employer premises. Refusal to permit such search be cause for discharge. Subject to Section 17.

8. REHABILITATION/RE-TESTING - Upon successful or satisfactory completion of an Employer approved alcohol and drug treatment program, as confirmed by the treatment staff, individual(s) will be eligible to re-test for employment. Any individual re-testing under this paragraph agrees to sign a REHABILITATION TESTING AGREEMENT and be re-tested for a period of two years from rehire test date.

**YOU MAY REQUEST A COPY OF HOFFMAN-PACIFIC'S CODIFICATION
FROM THE HOFFMAN-PACIFIC'S ON-SITE BUSINESS OFFICE**

**ADDENDUM A
HOFFMAN-PACIFIC, A JV
RECOGNIZED EMPLOYER OR INDUSTRY
ALCOHOL AND DRUG PROGRAMS**

Hoffman-Pacific recognizes the following individual employer or Industry **ALCOHOL AND DRUG PROGRAMS**:

INDIVIDUAL EMPLOYER PROGRAMS:

1. Advanced Technology Group
2. Knez Building Materials
3. Kodiak Pacific Construction Co.
4. Wildish Companies
5. Hudson Bay Insulation

INDUSTRY ALCOHOL AND DRUG PROGRAMS

1. IBEW Locals 46, 48, 659, 280, 970, 112, 73 AND 932, Oregon Columbia Chapter NECA Oregon Pacific Cascade Chapter NECA, Washington Inland Empire Chapter NECA
2. Oregon Wall & Ceiling Industry
3. N.W. Ironworkers Drug Free Workplace Program
4. Finest in the Finishing Trades
5. Mechanical Insulation Industry Drug Free Workplace Program, Local 36
6. Sheet Metal Industry Drug Free Workplace

•Employer or subcontractor employees tested under any of the above programs must show the proof of testing issued by their respective craft or employer and sign a **ALCOHOL AND DRUG CONSENT FORM** issued by General Contractor.

•The employee must provide agreed upon proof that they have successfully tested within the last 6 months. If contractually required by project Ownership, employees may be required to provide proof that they have tested within an Owner designated period of time prior to arriving at the site.

•The original white copy of the **CONSENT FORM** should be sent to the corporate office. Any employee who refuses to sign or modifies the General Contractor's consent form will not be allowed to begin working on any of Employer's projects.

•By signing the General Contractor's Consent form the employee agrees to comply with all post employment testing requirements. Refusal to submit a specimen per Employer's post employment testing policy will result in the employee being barred from all of Employer's projects for a period of one year.

•Recognized employer and/or industry representatives must notify the Employer's corporate office immediately if any modifications are made to their Alcohol and Drug Policy and Procedures. Failure to notify the Employer's corporate office will result in revocation of the subcontractor and/or industry Alcohol and Drug plan approval by the Employer.

RECOGNITION OF EMPLOYER OR INDUSTRY ALCOHOL AND DRUG PROGRAMS IS FOR PRE-EMPLOYMENT TESTING ONLY. POLICIES THAT DO NOT MEET THE STANDARDS OF THE HOFFMAN-PACIFIC, A JV POLICY WILL NOT BE RECOGNIZED. ALL RECOGNIZED PROGRAMS WILL BE REVIEWED ANNUALLY.

**ADDENDUM B
HOFFMAN-PACIFIC, A JV
ALCOHOL AND DRUG POLICY - CLARIFICATION OF ISSUES**

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

2. Pre-employment testing component – Hoffman-Pacific has a “clean-card” program, which allows individuals, who continue to comply with Hoffman-Pacific’s Alcohol and Drug Policy, to move from project to project within a six-month period of time. Individuals presenting a recognized, valid “clean-card” are not required to take a pre-employment test upon their arrival at Hoffman-Pacific projects. Individuals are required to comply with all post-employment testing requirements addressed in Hoffman-Pacific Alcohol and Drug Policy Codification. Hoffman-Pacific will review subcontractor and/or Industry programs for recognition. Recognized programs will be listed on Addendum “A” to the Hoffman-Pacific Drug Testing Policy. As outlined on Addendum “A” individuals presenting a recognized, valid “clean-card” are required to sign a Hoffman-Pacific Consent for Alcohol and Drug Test form upon their arrival at a Hoffman-Pacific project and are subject only to post-employment testing under the Hoffman-Pacific Alcohol and Drug Testing Policy. The Hoffman-Pacific Alcohol and Drug Test form will identify the specific project name and number.

3. Confirmed test results will be reported directly to Hoffman-Pacific and Drug Test Administrator from the designated SAMHSA certified laboratory as “PASS”, “FAIL” OR “REPEAT” (i.e. invalid, adulterated, dilute).

4. Section 3 – Corporate Rule – Revised Alcohol and Drug Policy Codification: Testing substances, initial screening and confirmation levels:

CONTROLLED SUBSTANCE	SCREENING METHOD	SCREENING LEVEL	CONFIRMATION METHOD	CONFIRMATION LEVEL
Amphetamines/ Methamphetamines	EMIT	1000 ng/ml	GC/MS	500 ng/ml
Barbiturates Amobarbital Butalbital Pentobarbital	EMIT	300 ng/ml	GC/MS	200 ng/ml

Phenobarb Secobarb				
Cocaine	EMIT	300 ng/ml	GC/MS	150 ng/ml
Opiates	EMIT	2000 ng/ml	GC/MS	2000 ng/ml
THC (Marijuana)	EMIT	50 ng/ml	GC/MS	15 ng/ml
Alcohol	EMIT	0.03 g/dl	ALCOHOL DEHYDROGEN ASE	0.03 g/dl

A sample reported positive (“FAIL”) contains the indicated drug at or above the cutoff level for that drug. A negative (“PASS”) sample either contains no drug or contains a drug below the cutoff level. Testing levels may be changed to meet SAMHSA or revised industry standards.

EMIT – Enzyme immunoassay

- GC/MS – Gas Chromatography/Mass Spectrometry/Valid temperature range - 90.0 - 100.0. Specimens falling outside this range will not be accepted for testing
- Invalid specimen - all urine specimens are tested for urine creatinine and urine PH (specimen density) and other criteria to determine validity; specimens falling outside normal ranges will not be accepted for testing.
- Individuals with two “invalid” specimens are subject to all policies and procedures applicable to positive (“FAIL”) test results as outlined in General Contractor’s Alcohol and Drug Policy.

5. Section 4 – Alcohol and Drug Policy Statement: Any positive test (“FAIL”) for controlled substances or alcohol shall be reported to a Medical Review Officer (MRO) appointed by the designated laboratory. The Medical Review Officer shall review the test results and any disclosure made by the individual and shall attempt to interview the individual to determine if there is any physiological or medical reason why the result should not be deemed positive. If no extenuating reasons exist, the MRO shall designate the test positive.
6. Section 4 – Alcohol and Drug Policy Statement: Individuals who have a reported positive test result (“FAIL”) will be given an opportunity to disclose information to the Medical Review Officer (MRO) relative the results of their test for Alcohol and Drugs. Providing the MRO with any medical information (i.e. valid proof of prescription issued to the individual, documentation from a licensed health care provider, etc.) relative to the explanation for test results is the responsibility of the individual.
7. Requests for Alcohol and Drug Test Results: Individuals requesting a copy of their own Alcohol and Drug Test results must direct the request in writing to the Hoffman-Pacific Alcohol and Drug Test Coordinator. Specific information relative to positive (FAIL) test result i.e. substance(s) confirmed will only be available to the individual through the designated MRO.

8. Release of Alcohol and Drug Test Results to designated Union Representative: Individuals and/or their employer/subcontractor who wish to release their own or their employee's Alcohol and Drug Test results to union representation may elect to do so at their own discretion.
9. Accredited Rehabilitation Facility –Individuals subject to Section 8. Of Alcohol and Drug Policy Codification electing to seek Alcohol and Drug related counseling and/or rehabilitation must do so through facilities duly qualified to dispense such services in accordance with State and/or Federal Law.
10. Section 4D4 Alcohol and Drug Policy Codification: Invalid Specimens: Individual will be allowed to remain at the collection facility for a reasonable amount of time to provide a valid specimen.
11. Section 5. Alcohol and Drug Policy Statement: Post-Incident Testing: Under the following circumstances any individual involved in any incident, may be tested, at the discretion of the General Contractor, for the presence of alcohol or drugs: 1) the incident was caused by human error and could have been avoided by reasonably alert action; or 2) the individual to be tested was a participant crew member in the circumstances surrounding the incident; or 3) use of a controlled substance or alcohol or abuse of a prescription or over-the-counter drug cannot be discounted as a contributing factor; or 4) injury resulting from the incident requires off-site medical treatment; or 5) incident results in significant damage to equipment and/or property.
12. Section 5. Alcohol and Drug Policy Statement: Post-Incident Testing: Under the following circumstances any individual involved in any incident, may be tested, at the discretion of the General Contractor, for the presence of alcohol or drugs: 1) the incident was caused by human error and could have been avoided by reasonably alert action; or 2) the individual to be tested was a participant crew member in the circumstances surrounding the incident; or 3) use of a controlled substance or alcohol or abuse of a prescription or over-the-counter drug cannot be discounted as a contributing factor; or 4) injury resulting from the incident requires off-site medical treatment; or 5) incident results in significant damage to equipment and/or property.
13. Alcohol and Drug Policy Statement: Post-Incident Testing: Under the following circumstances any individual involved in any incident, may be tested, at the discretion of the General Contractor, for the presence of alcohol or drugs: 1) the incident was caused by human error and could have been avoided by reasonably alert action; or 2) the individual to be tested was a participant crew member in the circumstances surrounding the incident; or 3) use of a controlled substance or alcohol or abuse of a prescription or over-the-counter drug cannot be discounted as a contributing factor; or 4) injury resulting from the incident requires off-site medical treatment; or 5) incident results in significant damage to equipment and/or property.
14. Section 5 and 6. Alcohol and Drug Policy Statement: Post Incident and Probable Cause Testing - Any individual directed for post incident testing shall be entitled to request the presence of a Union steward in pre-test meetings with General

Contractor management, provided a Union steward is readily available and the circumstances allow. The individual's employer/subcontractor will be responsible for contacting the respective craft steward. Readily available shall be defined as the respective craft steward being available in one hour or less. If the respective craft steward is unavailable within that time period the employer/subcontractor will contact the respective craft union representative. The respective craft union representative will be allowed one hour or less to contact the employer. In the event the craft steward or respective craft union representative are unavailable within 2 hours or less, the test will be performed as outlined in Addendum "B" to the Hoffman--Pacific Alcohol and Drug Policy Statement relative to Post Incident Testing and Probable Cause Testing.

15. Medical care before Alcohol and Drug Test – In instances that require emergency medical care, individuals requiring referenced post-incident medical care will be allowed to receive appropriate care prior to providing a specimen for testing.
16. Section 6 – Alcohol and Drug Policy Statement: Post Employment Testing
Site-Wide Testing: Hoffman-Pacific may conduct post-employment testing, project wide, up to three times in any twelve month period, without notice. Testing will include all individuals working on the project on the day of the test. This testing shall include management. The necessity to perform a site-wide test will be determined based on:
 - A. Physical evidence of alcohol and/or drug usage on the project
 - B. A disproportionate number of injurious incidents. If the recordable rate is in excess of 5.0 per 200,000 m.h.
 - C. Direction to perform project-wide testing
 - D. Disproportionate number of positive "FAIL" Alcohol and Drug test results. Confirmed "FAIL" test results at 5 percent or above of the total tests taken for this project.
17. Section 7 – Alcohol and Drug Policy Statement: Right to Search: Employees and their property will be searched by local law enforcement for reasonable cause when specific, reliable objective facts and circumstances are sufficient to warrant a prudent person to believe that the search is necessary. If Hoffman-Pacific determines that there is a necessity to search an employee and their property, that employee shall be entitled to request the presence of a Union steward in pre-search meetings with Hoffman-Pacific management, provided a Union steward is readily available and the circumstances allow.
18. Access to Project Approved or Denied: Hoffman-Pacific has a responsibility and a legal obligation to provide a safe working environment for all individuals working on the project. Based on a review of an individual's compliance with the Hoffman-Pacific Alcohol and Drug Test program, Hoffman-Pacific reserves the right to deny or approve an individual's request for access to the project. See Addendum "C", "Alcohol and Drug Testing, Eligibility to access Hoffman-Pacific Projects."

19. Consent for Alcohol and Drug Test Form – If requested in writing, Hoffman-Pacific will provide information relative to Alcohol and Drug test results to the State of Washington Employment Security Department.
20. Hoffman-Pacific is required by their insurance carrier to provide a copy of post-incident tests for Alcohol and Drugs. Test results will not be released to our insurance carrier relative to work performed in the State of Washington.

ADDENDUM C
HOFFMAN-PACIFIC, A JV
ALCOHOL AND DRUG POLICY
REINSTATEMENT OF ELIGIBILITY TO ACCESS
HOFFMAN—PACIFIC PROJECTS

1. **4D6 SECOND FAILURE** - If an employee tests positive (“FAIL”) for a second time, they will lose their eligibility to access Hoffman-Pacific projects and will be terminated and/or removed from the project, whichever is applicable.

Reinstatement of Eligibility to Access Hoffman-Pacific projects:

1. Individuals who wish to apply to reinstate their eligibility to access Hoffman-Pacific projects are not permitted to do so for a period of 3 years from the date of their second positive “FAIL” test for Alcohol and Drugs. However, eligibility to apply for reinstatement after the completion of 3 years of ineligibility may be rescinded in accordance with owner directives.
2. The criteria for reinstating an individual’s eligibility to access Hoffman-Pacific’s projects is as follows:
 - A. The individual must arrange for written documentation from an accredited counseling facility, as defined in Addendum “B,” to be delivered directly to Hoffman-Pacific.
 - B. The documentation must confirm that after testing positive “FAIL” a 2nd time for Alcohol and/or Drugs the individual has been assessed by the accredited counseling facility and enrolled in and completed any recommended rehabilitation program.
 - C. If the completion of any recommended rehabilitation program is greater than 3 months prior to the end of the 3 year time period and/or the time the individual applies for reinstatement of eligibility the individual is required to return to the same counseling facility for a follow up assessment at their own expense.
 - D. If the follow up assessment recommends additional rehabilitation the individual must, at their own expense, enroll and complete the recommended rehabilitation program prior to re-applying for reinstatement of eligibility.
 - E. Individuals who have failed to enroll in and complete recommended rehabilitation programs will not be eligible to reapply for reinstatement of their eligibility to access Hoffman-Pacific projects until they are re-assessed and complete any recommended rehabilitation program.

- F. If the accredited counseling facility is no longer in business, use of second accredited counseling facility to complete previously recommended rehabilitation and/or obtain an assessment is acceptable.
- G. Assessment documentation directed to Hoffman-Pacific specifically state that the individual is free of drugs and alcohol and is not required to enroll in and complete any additional rehabilitation programs.
- H. If the documentation is as required, the individual will be notified that they are eligible to take an Alcohol and Drug Test for Hoffman-Pacific.
- I. The individual will not be allowed to access any Hoffman-Pacific projects until a confirmed test result showing "PASS" has been received by Hoffman-Pacific.
- J. The individual is required to sign a Last Chance Agreement and in addition to any other required testing as outlined in the Hoffman-Pacific Alcohol and Drug Testing program, agrees to random testing as determined by Hoffman-Pacific Alcohol and Drug Testing Administrator.

Loss of eligibility to access Hoffman-Pacific projects

A. Following reinstatement of an individual's eligibility to access Hoffman-Pacific projects, failure to comply with any aspect of the Hoffman-Pacific Alcohol and Drug Policy will result in the loss of the individual's eligibility to access all Hoffman-Pacific projects. Further applications to reinstate the individual's eligibility will not be accepted.

**HOFFMAN-PACIFIC, A JV
ALCOHOL AND DRUG POLICY
CODIFICATION OF PROGRAM**

OUTLINE

1. PURPOSE - (See Paragraph 1 - Alcohol and Drug Policy Statement Document)
2. DEFINITIONS - (See Paragraph 2 - Alcohol and Drug Policy Statement Document)
3. CORPORATE RULE - SUBSTANCES FOR WHICH EMPLOYEES ARE TESTED AND THE CUT OFF LEVELS:

	INITIAL CUTOFF	CONFIRM. CUTOFF
ETHANOL ALCOHOL	0.03 g/dl	0.03 g/dl
AMPHETAMINES	1000 ng/ml	500 ng/ml
METHAMPHETAMINES	1000 ng/ml	500 ng/ml
BARBITURATES	300 ng/ml	200 ng/ml
COCAINE	300 ng/ml	150 ng/ml
OPIATES:		
CODEINE	2000 ng/ml	2000 ng/ml
.....		
THC (Marijuana)	50 ng/ml	15 ng/ml

NOTE:

- A. (1) Valid temperature range - 90.0 - 100.0
 (2) Invalid specimen - tested for urine creatinine and urine PH (specimen density)
- B. Workers have the right to obtain test results from the corporate office.

4. PRE-EMPLOYMENT DRUG SCREENS -

4A. All PROSPECTIVE EMPLOYEES will be directed to the established laboratory or collection site to give a urine specimen for testing for the listed substances, prior to their commencement of work on Hoffman-Pacific projects. Refusal to submit to the screening tests will constitute voluntary withdrawal of application for employment. Cost of testing is paid for by Hoffman-Pacific. Time of employee spent for testing is per respective, applicable collective bargaining agreement.

4A1. In certain geographic locations, on site drug screen collection facilities will be established. All prospective employees will be directed to the on-site collection facility for testing, prior to their commencement of work on projects in these locations. Refusal to submit to the screening tests will constitute voluntary withdrawal of application for employment. In place of a Drug & Alcohol card, a job

specific identification badge may be issued by designated on site security services.

4B. All HOFFMAN-PACIFIC AND SUBCONTRACTOR EMPLOYEES must provide proof upon arriving at a JOBSITE that they have taken a current DRUG & ALCOHOL TEST for Hoffman-Pacific or under one of the Hoffman-Pacific approved program's listed in ADDENDUM "A". Proof can be either be:

1. A DRUG & ALCOHOL CARD issued under the provisions of Section 4, subparagraph C(1) or;
2. An ALCOHOL AND DRUG CONSENT FORM issued by a designated collection site at the time a specimen is provided.

4C. TEST DOCUMENTATION PROCEDURES.

4C1. In certain geographic locations, CERTIFICATION CARDS will be issued to individuals who have tested NEGATIVE. Individuals shall receive a CARD certifying he/she has been tested and the date tested. Certification is valid for SIX MONTHS from the test date.

4C1.1 Records of all CARDS issued are maintained in the corporate office. Each CARD must be authorized by Tom Peterson (name stamp) and laminated before being issued. Incomplete cards, i.e., employee signature, social security number will be returned to the employee/employer for completion. The database is notated accordingly. CARDS issued for Hoffman-Pacific's internal operating unit company employees are sent to the jobsite noted on their CONSENT FORM. CARDS for SUBCONTRACTOR'S employees are sent directly to the subcontractors. If we do not have an address for a subcontractor, the CARD will be sent to the jobsite listed on the ALCOHOL AND DRUG CONSENT FORM. If the jobsite can't locate an employee the CARD should be returned to the corporate office. It will be held for SIX MONTHS and then destroyed.

4C1.2 Should employees move to other jobsites before they receive their DRUG AND ALCOHOL CERTIFICATION CARD, they should show their copy of the CONSENT FORM to the designated Hoffman-Pacific representative.

4C2 All other Locations: Individuals will present a copy of their ALCOHOL AND DRUG CONSENT FORM to the designated Hoffman-Pacific representative upon arrival to the jobsite. A CONSENT FORM must indicate that the test was taken within the past SIX MONTHS.

4C3 Designated Hoffman-Pacific representatives: If the CONSENT FORM is for 1) A project other than yours or; 2) the individual has no proof of having taken the test - please call the corporate or designated regional office (503-221-8931) to verify that the individual is eligible to be on site.

4D. POST-TESTING VERIFICATION PROCEDURES - ALL JOBSITES:**4D1. NEGATIVE TESTS**

4D1.1 All NEGATIVE TEST results are checked against the results database maintained in the corporate office of POSITIVE and INVALID TEST RESULTS.

4D1.2 Individuals who have a NEGATIVE TEST and have never had a POSITIVE TEST will be approved to work on Hoffman-Pacific Projects in accordance with the provisions of Section 4, paragraphs C(1) or C(2).

4D2. PREVIOUS POSITIVE TEST WITH NO REHABILITATION TREATMENT - REQUIRES EXECUTION OF CONDITION OF EMPLOYMENT.

4D2.1 Individuals who have had a PREVIOUS POSITIVE TEST and have been off Hoffman-Pacific projects for ONE YEAR (and who underwent no rehab) will not be issued a CARD during the two years after resuming employment.

4D2.2 Employee will retain a copy of their ALCOHOL AND DRUG CONSENT FORM to present to the designated Hoffman-Pacific representative on site. When employee re-tests, (for two years after resuming employment) and the test is "negative", they will be issued a CARD, if the employee is working on project specified in Section 4, Subparagraph (C1), if not, the procedures of subparagraph C2 apply. The Corporate office will verify that "Condition of Employment" testing agreement has been completed and is on file. The document indicates that this individual has been off Hoffman-Pacific projects for a year or more and authorizes Hoffman-Pacific to retest this individual at any time for a period of TWO YEARS from rehire test date.

4D3. PREVIOUS POSITIVE TEST WITH REHABILITATION TREATMENT, REQUIRES EXECUTION OF REHABILITATION AGREEMENT

4D3.1 Individuals with a previous positive who have completed rehabilitation in accordance with the procedures outlined in Section 8, - REHABILITATION will not be issued a CARD for two years after resuming employment. If the employee is working on project specified in Section 4, Subparagraph (C1), the procedures of subparagraph C2 apply. When employee retests, (for two years after resuming employment) and all tests are "NEGATIVE", they will be issued a CARD. Corporate office will verify that "REHABILITATION TESTING AGREEMENT" has been completed and is on file. The document indicates that this individual has entered into or completed rehabilitation and authorizes Hoffman-Pacific to retest this individual at any time for two years from rehire test date.

4D4. INVALID SPECIMENS:

4D4.1 When invalid specimens collected are outside the temperature limits identified in paragraph 3(A)(1) individuals will be given one other opportunity to give a specimen within **ONE HOUR**.

4D4.2 Specimens that have been tested, only to discover the PH or creatinine levels indicate that the specimen may have been adulterated, will be given ONE more opportunity to retest. The retest should take place within 24 hours of the time the employee is notified. The employee shall be told of invalid specimen and advised not to consume any liquids TWO HOURS prior to re-test. See A&D Attachment F-1 that the designated Hoffman-Pacific representative will provide to employer/employee. A copy of the completed form will be kept for project records. Refusal to submit a new specimen within the specified time period will constitute voluntary withdrawal of application for employment. Post-employment invalid specimen - Refusal to submit a new specimen will result in the individual being barred from all Hoffman-Pacific projects for a period of one year.

4D4.3 If the new specimen tests NEGATIVE, employee is considered to be eligible for employment.

4D4.4 If the new specimen tests POSITIVE or is again INVALID, employee is deemed to have FAILED THE TEST and will be removed from the site.

4D5 FAILURES:

4D5.1 Any employee who tests positive (over the cut-off values of the confirmation test. A 2nd test is performed only if the initial screening for substances is over the cut-off level) for any of the substances identified in Section 3 is subject to options specified in Section 4, subparagraph D5.6.

4D5.2 To maintain confidentiality, upon receiving positive or invalid test results, corporate or designated regional office shall immediately notify the designated Hoffman-Pacific representative on the applicable project.

4D5.3 Notification Procedure: Designated Hoffman-Pacific representative will personally request that the Hoffman-Pacific and/or subcontractor foreman bring the employee to the Hoffman-Pacific on-site office. The employee will be given written information regarding requirements for returning to work. See A&D Attachment F-2.

4D5.4 Test failures due to prescription medication will be considered failures until a copy of the prescription for the medication and/or a letter verifying the prescription from the individuals' health care provider is received in the corporate office. The use of drugs/medicine prescribed by a licensed health care provider for the individual is permitted provided it will not affect the individual's ability to safely perform their job duties. Any individual who has been informed that

the drugs/medicine could prevent them from safely performing their job duties must inform his or her supervisor prior to using any such drug/medicine on the job.

If the individual cannot provide proof of a prescription, they are required to contact a certified counselor/evaluator/health care provider who will prescribe any appropriate treatment. The counselor/evaluator/health care provider who completed the evaluation must, before any employee is allowed to return to the jobsite, confirm in writing that 1) the employee, based on information given to the counselor/evaluator/health care provider, is capable of returning to work, 2) recommendations for any follow-up treatment. See Section 8 - Rehabilitation.

If the evaluator determines that the individual does not require rehabilitation and/or follow up random testing, they will be allowed to re-test. Based on a negative re-test they will be allowed to return to the jobsite.

If the evaluator determines that the individual does require rehabilitation, all terms and conditions of Section 4.D.5 are applicable.

4D5.6 OPTIONS:

Individuals who have tested POSITIVE for any of the substances identified in Section 3 have TWO OPTIONS:

4D5.6.1 DEBARMENT. Be barred from any Hoffman-Pacific project or facility for a period of ONE YEAR and the provisions of Section 4, subparagraph D2 unless the employee contacts an established, state certified, drug and alcohol rehabilitation counselor/evaluator/health care provider and be evaluated as to the degree, if any, of dependency.

Payment for the evaluation and any follow up rehab/classes, etc., will be the responsibility of the individual who failed the D&A test.

4D5.6.2 REHABILITATION: in accordance with all procedures outlined in Section 8.

4D6 SECOND FAILURE - If an employee tests positive for a second time, they will be permanently barred from working on any Hoffman-Pacific jobsite.

5. POST INCIDENT TESTING

5A. Under the following circumstances any individual either directly or indirectly involved in an incident will be tested for the presence of alcohol and drugs:

5A1. Injury requiring off-site medical treatment. In certain geographic locations, on site drug screen collection facilities will be established. In these

geographic locations, anyone who requires follow up medical treatment will be tested.

5A2. Involvement as a participant crew member in the circumstances surrounding an incident.

5A3. Incident involving damage to equipment and/or property. Requirement for test will be at the discretion of the Hoffman-Pacific project superintendent.

5A4. Refusal to submit a specimen will result in the individual being barred from all Hoffman-Pacific projects for a period of one year.

5B. Any injured worker requiring a drug test will be transported to the laboratory or medical facility by Hoffman-Pacific's representative, with a collection kit. This representative is defined as the Project Superintendent or his designee. After testing is completed, the worker will be transported back to the project and arrangements will be made to transport the injured employee and/or his/her vehicle to their residence.

5C. If the results are negative, the worker will immediately be reinstated in his/her position, based upon the projects regular work schedule and no further action will be taken.

5D. Should the test be positive, the individual shall be terminated, (if a Hoffman-Pacific employee), removed from the site and treated as any other person who has failed the ALCOHOL AND DRUG TEST. Subcontractor employees testing positive will be prohibited from entering the jobsite.

6. POST EMPLOYMENT TESTING - (See Paragraph 6 - Alcohol and Drug Policy Document)

7. RIGHT TO SEARCH - (See Paragraph 7 - Alcohol and Drug Policy Document)

8. REHABILITATION:

A. The certified counselor/evaluator/health care provider will prescribe appropriate treatment. The counselor/evaluator/health care provider who completed the evaluation must, before any employee is allowed to return to the jobsite, confirm in writing that 1) the employee, based on information given to the counselor/evaluator/health care provider, is capable of returning to work, 2) recommendations for any follow-up treatment.

B. When the employee provides written confirmation from the counselor/evaluator/health care provider that they have entered/or completed, (depending on the recommendations of their counselor/evaluator/health care

provider), an approved (by Hoffman-Pacific) drug and alcohol treatment program, the individual will be eligible to retest for employment, providing an opening exists.

C. Any individual having a POSITIVE Alcohol and Drug Test result who refuses or fails to comply with recommended rehabilitation treatment and after care will be terminated and will be barred from working on any Hoffman-Pacific jobsite for a period of one year.

D. Post Rehabilitation. The individual will arrange with the corporate office drug and alcohol staff to be retested at a designated facility. After the negative results are received, the individual will be eligible to return to Hoffman-Pacific projects.

The designated Hoffman-Pacific representative on-site will be notified by the designated employee in the Hoffman-Pacific corporate office that the individual is eligible to return to work.

When the individual returns to the project site the designated Hoffman-Pacific representative on-site will have that individual sign a Rehabilitation Testing Agreement. Any individual signing a Rehabilitation Testing Agreement agrees to be re-tested for a period of two years from rehire test date. The original copy of the agreement should be returned to the corporate office, a copy retained at the project site and a copy given to the employee.

E. Any individual who refuses to test during the two year period following their return to work will be barred from working on Hoffman-Pacific projects for a period of one year.

CONSENT FOR ALCOHOL AND DRUG TESTS

TO: HOFFMAN-PACIFIC (“GENERAL CONTRACTOR”)

NAME: _____ OCCUPATION: _____

YOUR EMPLOYER: _____ SS# (LAST 4 DIGITS): _____

HOME ADDRESS: _____

HOME TELEPHONE NUMBER: _____

PROJECT (NAME AND JOB NUMBER): _____

I acknowledge that I have received and read a copy of General Contractor’s Alcohol and Drug Policy Statement and Addendum “B” to the policy.

For the purposes of mandatory pre-employment Alcohol and Drug testing, I hereby consent and agree to give valid specimens of my urine to any medical facility, laboratory, or medical person designated by General Contractor. These valid specimens shall be used to detect the presence of alcohol, marijuana and other drugs in my body. I understand that the use of marijuana, even if medically recommended, is a violation of General Contractors Alcohol and Drug Policy. I further consent and agree that upon request by the General Contractor, the laboratory results of any confirmed tests performed on my specimen(s) shall be furnished to General Contractor.

I understand that if I am permitted to begin work before the confirmed results of the test are available I will be allowed to do so only on a probationary basis and any offer of employment and/or authorization to access the General Contractor’s project will be withdrawn if the confirmed results of the test are not satisfactory.

I understand that if I am involved in any incident, I may be tested, as outlined in Addendum “B” to the Hoffman-Pacific Alcohol and Drug Policy.

I also consent and agree to give valid specimens of my urine per mandatory post-employment testing requirements. The medical facility, laboratory, or medical person designated to complete the test on my valid specimen is authorized to release the confirmed results of such test to the General Contractor.

I understand that I have a right to obtain a copy of my confirmed test results by submitting a request in writing to the General Contractor. I also understand and consent to General Contractor releasing a copy of my confirmed test results to my employer if my employer submits a request in writing.

I understand that if I violate the terms of the General Contractor's Alcohol and Drug policy, including but not limited to failure to provide a valid specimen or if any test and confirming results are positive the General Contractor shall have the right to terminate my employment or direct my employer to remove me from the jobsite, whichever is applicable.

My signature below acknowledges that I have read and understand the foregoing statements and the consents given therein.

Witness and/or Collector Signature

Employee/ Non-Employee Signature

Collector Location

Date

ALCOHOL AND DRUG POLICY

Rehabilitation Testing Agreement

TO: GENERAL CONTRACTOR _____

Name: _____ Occupation: _____

Employer: _____ SS#: _____

Home Address: _____

Home Telephone Number: _____

Project (Name and Job Number): _____

I have read and understand that in accordance with the Alcohol and Drug Policy adopted by General Contractor that I am eligible to return to General Contractor's projects after 1) having enrolled in a recommended rehabilitation/treatment program; and 2) providing a valid specimen which has been confirmed by the designated laboratory as "negative." I further understand that I am responsible for notifying the rehabilitation/treatment facility if I am unable to continue the recommended program for any reason. Should I fail to comply with any aspect of my rehabilitation/treatment program my eligibility to work on General Contractor's projects shall immediately terminate and I will not be allowed to return to work on any of General Contractor's projects.

In consideration of working on General Contractor's projects, I agree that for a period of two years I shall give valid specimens of my urine to any medical facility, laboratory or medical person designated by General Contractor, and I shall give such valid specimens at any time and as often as requested by General Contractor.

Should I fail to give a valid specimen when requested or should my specimen be confirmed by the designated laboratory as "positive" for alcohol or drugs, my eligibility to work on General Contractor's projects shall immediately terminate and I will not be allowed to return to work on any of General Contractor's projects.

Witness Signature

Employee/Non-Employee Signature

Date

WHITE: MAIN OFFICE / YELLOW: FIELD OFFICE / PINK: EMPLOYEE/NON-EMPLOYEE

ALCOHOL AND DRUG POLICY

Condition of Employment

TO: GENERAL CONTRACTOR _____

Name: _____ Occupation: _____

Employer: _____ SS# (Last 4 digits): _____

Home Address: _____

Home Telephone Number: _____

Project (Name and Job Number): _____

I understand that I am now eligible for retesting to return to work on General Contractor's projects after having not worked on any of General Contractor's projects for a period of one year (or more) due to my non-compliance with General Contractor's Alcohol and Drug Test program.

In consideration of working on General Contractor's projects, I agree that for a period of two years I shall give valid specimens of my urine to any medical facility, laboratory or medical person designated by General Contractor, and I shall give such specimens at any time and as often as requested by General Contractor.

Should I fail to give a valid specimen when requested or should my specimen be confirmed by the designated laboratory as "positive" for alcohol or drugs my eligibility to work on General Contractor's projects shall immediately terminate and I will not be allowed to return to work on any of General Contractor's projects.

Witness Signature

Employee/Non-Employee Signature

Date

WHITE: MAIN OFFICE / YELLOW: FIELD / PINK: EMPLOYEE/NON-EMPLOYEE

**ALCOHOL AND DRUG POLICY
REINSTATEMENT OF ELIGIBILITY
LAST CHANCE AGREEMENT**

To: HOFFMAN-PACIFIC, A JV
NAME: _____ OCCUPATION: _____

EMPLOYER: _____ S.S. No.: _____

HOME ADDRESS: _____

HOME TELEPHONE NUMBER: _____

PROJECT (NAME AND No.): _____

I HAVE READ AND UNDERSTAND THAT IN ACCORDANCE WITH THE ALCOHOL AND DRUG POLICY ADOPTED BY HOFFMAN-Pacific THAT MY ELIGIBILITY TO ACCESS HOFFMAN-PacificPROJECTS HAS BEEN REINSTATED AS OF THIS DATE.

IN CONSIDERATION OF WORKING ON HOFFMAN-Pacific PROJECTS, I AGREE THAT IN ADDITION TO ANY OTHER REQUIRED TESTING FOR ALCOHOL AND DRUGS, I SHALL GIVE SPECIMENS OF MY URINE TO ANY MEDICAL FACILITY, LABORATORY, OR MEDICAL PERSON DESIGNATED BY HOFFMAN-PACIFIC, AND I SHALL GIVE SUCH SPECIMENS AT ANY TIME AND AS OFTEN AS REQUESTED BY THE HOFFMAN-PACIFIC ALCOHOL AND DRUG TESTING ADMINISTRATOR.

I UNDERSTAND THAT FAILURE TO COMPLY WITH ANY ASPECT OF THE HOFFMAN-PACIFIC ALCOHOL AND DRUG POLICY WILL RESULT IN LOSS OF MY ELIGIBILITY TO ACCESS ANY HOFFMAN-PACIFIC PROJECTS.

WITNESS SIGNATURE

EMPLOYEE/NON-EMPLOYEE SIGNATURE

DATE

DATE

HOFFMAN-PACIFIC
LAST CHANCE AGREEMENT.doc
REV. 7/2000

WHITE: MAIN OFFICE / YELLOW: FIELD / PINK: EMPLOYEE/NON-EMPLOYEE

ATTACHMENT 1

LETTER OF ASSENT PROJECT LABOR AGREEMENT FOR THE SEATTLE MULTIMODAL TERMINAL AT COLMAN DOCK

The undersigned, as a Contractor or Subcontractor on a Contract that is part of the Seattle Multimodal Terminal at Colman Dock Project, for and in consideration of the award of a Contract to perform work on said Project, and in further consideration of the mutual promises made in the Project Labor Agreement, a copy of which was received and is acknowledged, hereby:

1. On behalf of itself and all its employees, accepts and agrees to be bound by the terms and conditions of the Project Labor Agreement, together with any and all amendments and supplements now existing or that are later made thereto, and understands that any act of non-compliance with all such terms and conditions, including but not limited to, evidence of compliance with the pre-employment controlled substance testing, will subject the non-complying Contractor or employee(s) to being prohibited from the Project site until full compliance is obtained.
2. Certifies that it has no commitments or agreements that would preclude its full compliance with the terms and conditions of said Project Labor Agreement.
3. Agrees to secure from any Subcontractor, of any tier (as defined in said Project Labor Agreement), a duly executed Letter of Assent in form identical to this document prior to commencement of any work.

Dated: _____

(Name of Contractor/Company)

(Signature of Authorized Representative)

(Print Name and Title)

(Phone Number)

(General Contractor)

(Billing Address)

(City, State and Zip Code)

