

CITY OF SEATTLE JUSTICE CENTER  
SEATTLE, WA

**PROJECT LABOR  
AGREEMENT**

**between**

SEATTLE/KING COUNTY BUILDING AND  
CONSTRUCTION TRADES COUNCIL

**AND**

GC/CM  
HOFFMAN CONSTRUCTION  
COMPANY OF WASHINGTON

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**CITY OF SEATTLE JUSTICE CENTER PROJECT  
LABOR AGREEMENT**

This City of Seattle Justice Center Project Labor Agreement (the "Project Agreement") or ("Agreement") is entered into this 6th day of July 2000, by and between HOFFMAN CONSTRUCTION COMPANY OF WASHINGTON (hereinafter "GC/CM") and THE SEATTLE/KING COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL ("Unions").

**ARTICLE I  
RECITAL/PURPOSES**

1.1 The purpose of this Project Agreement is to insure that all the construction work at the Project shall proceed continuously and without interruption, efficiently, economically and with due consideration for the protection of labor standards, wages and working conditions. The parties hereto agree and do establish and put into practice effective and binding methods for the settlement of all misunderstandings, disputes or grievances that may arise between the GC/CM or the GC/CM's subcontractors at any tier level, and the Unions, or their members, to the end that the Owner, GC/CM and Unions are assured of complete continuity of operation without slowdown or interruption of any kind that labor management peace is maintained. The provisions of this Agreement shall apply to all on-site, direct-hire subcontractors of the GC/CM at every tier level.

1.2 This Agreement shall apply to all on-site construction work on the new CITY OF SEATTLE JUSTICE CENTER PROJECT, located in Seattle, Washington.

1.3 This Agreement shall be subordinate to any and all stipulated requirements in the relevant statutes enabling funding for financing of the Project.

**ARTICLE II  
RECOGNITION**

**2.1 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 bargaining relationship between any individual Contractor and signatory Union.

**ARTICLE III  
SCOPE OF AGREEMENT**

This Agreement shall apply to all on-site construction work managed by the GC/CM as determined by the contract between the GC/CM and the Owner for the construction of the Project located in the City of Seattle, Washington.

3.1 This Agreement shall apply to on-site construction craft employees represented by any Union signatory hereto, and shall not apply to other field personnel or non-manual employees, including but not limited to, executives, engineers, draftsmen, supervisors, assistant supervisors, timekeepers, messengers, office workers, office cleaning service, guards, and other non-construction trade labor which may be identified during the course of the Project, including but not limited to:

a. Artists retained by the Owner, during the course of the Project.

- b. Furniture, fixture and equipment installers retained by the Owner 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 other retained contractors, or by public utilities or their contractors, or by other public agencies or their contractors.
- e. Employees engaged in maintenance on 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.

3.2 None of the provisions of this Project Agreement shall apply to the Owner ("City") and nothing contained herein shall be construed to prohibit or restrict the Owner ("City"), or their 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 construction tested by the GC/CM and accepted by the Owner ("City"), the Agreement shall not have further force or effect on such items or areas, except when the GC/CM is directed by the Owner ("City") to engage in repairs, modifications, checkout and/or warranty functions required by their contract(s).

3.3 The Owner 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 IX such bidder shall be willing, ready and able to execute and comply with this Project Labor Agreement should it be designated the successful bidder.

3.4 The provisions of this Project Agreement shall apply to the construction of the named Project, notwithstanding the provisions of local, area and/or national agreements which may conflict or differ from the terms of this Agreement. Where a subject covered by the provisions of this Project Agreement is also covered by a conflicting provision of a collective bargaining agreement, the provisions of this Project 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, with the exception of ARTICLE(S) XIII-CRAFT JURISDICTION AND JURISDICTIONAL DISPUTES ADJUSTMENT, XVIII-NO-STRIKE-NO LOCKOUT, AND XX-GRIEVANCE PROCEDURE, of this Project Agreement, which shall apply to such work.

**ARTICLE IV  
UNION REPRESENTATION**

4.1 Authorized representatives of the Unions shall have reasonable access to the Project, provided they do not interfere with the work of employees, and further provided that such representatives fully comply with the visitor, safety and security rules established for the Project.

4.2 The Business Representative for each of the Local 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 workmen 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.

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

4.4 The Union may appoint a Steward for each shift.

4.5 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 and that the "**Termination notice**" language provisions of the respective Craft Area Agreement shall apply. The Unions agree that such activities shall not unreasonably interfere with the Steward's work for the GC/CM or it's subcontractors.

4.6 It is recognized by the GC/CM and the GC/CM's subcontractors that the employee selected as a Steward shall remain on the job as long, as there is work within his craft which he/she is qualified, willing and able to perform. The GC/CM and the applicable subcontractor shall be notified in writing of the selection of each Steward. The applicable subcontractor shall give the GC/CM and applicable Union prior written notice before discharging a Steward for cause. For purposes of this section "cause" shall mean incompetence, unexcused absenteeism, disobedience of orders, unsatisfactory performance of duties, or violation of Project rules.

4.7 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/or the GC/CM's subcontractors, up to and including discharge or removal from the project.

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

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

**ARTICLE V  
MANAGEMENT RIGHTS**

5.1 The GC/CM and the GC/CM's subcontractors retain full and exclusive authority for the management of its operations. The GC/CM and the GC/CM's subcontractors shall direct their working forces at their sole prerogative, including, but not limited to hiring, promotion, transfer, lay-off or discharge for just cause. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The GC/CM and the GC/CM's subcontractors may, in its sole discretion, utilize the most efficient method or techniques or construction, tools, or other labor-saving devices. The GC/CM and the GC/CM's subcontractors shall schedule work in accordance with applicable local collective bargaining agreements except as otherwise expressly stated in this Agreement.

5.2 The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth. The GC/CM, and the GC/CM's subcontractors therefore, retain all legal rights not specifically covered by this Agreement.

5.3 Except as otherwise expressly stated in this Agreement (Attachment "B"), there shall be no limitation or restriction upon the Owner ("City"), or the GC/CM's choice of materials or design, nor, regardless of source or location upon the full use and installation of equipment, machinery, package units, pre-casts, pre-fabricated, pre-finished, or pre-assembled materials, tools, or other labor-saving devices. The Owner ("City"), or the GC/CM 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.

**ARTICLE VI  
SUBCONTRACTING**

6.1 As provided in ARTICLE IX-HIRING PROCEDURES and ARTICLE XI-APPRENTICESHIP PROGRAM, the terms and conditions of this Agreement shall apply to all of the GC/CM's contracts or their subcontractors for work to be performed at the jobsite.

6.2 It is clearly understood that the provisions of this article shall not apply to the Owner ("City") or its consultants.

**ARTICLE VII  
PRE-JOB CONFERENCES**

The GC/CM and the GC/CM's subcontractors at all tier levels shall be required to hold a pre-job jurisdictional mark-up meeting prior to the commencement of construction activities on the Project. The GC/CM agrees that all subcontractors will be required to arrange such a pre-job conference through the GC/CM's designated Labor Relations Representative. The GC/CM further agrees that the GC/CM's Labor Relations Representative will attend and act as co-chairman with the Secretary of the SEATTLE/KING COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL at all pre-job conferences relative to this Project.

In addition to the information developed relative to jurisdiction of work at the pre-job conference, the GC/CM and his subcontractors will present all information available to the GC/CM regarding starting date for the work, location of the Project, duration of job, estimated peak employment and any other conditions deemed peculiar to the particular contract or subcontract.

## **ARTICLE VIII 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 and/or representatives of subcontractors at every tier level, as may be required, the Unions party to the Agreement and a representative of the SEATTLE/KING COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL who shall meet at the jobsite or other agreed location according to a mutually agreeable monthly schedule. The Unions shall at such meetings present facts concerning any violations of any part of the Agreement by the GC/CM or its subcontractors. Additionally, the Unions agree to notify the GC/CM's designated Labor Relations Representative upon discovery of a potential violation of this Agreement. They shall also bring up any practice by the GC/CM or the GC/CM's subcontractors, which in their opinion might lead to a misunderstanding or dispute between the parties. The GC/CM, or the GC/CM's subcontractors shall bring up any complaints regarding failure of any employee or employees, or of the Unions to carry out any and all provisions of the 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 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 chairmanship of the Administrative Committee shall alternate between the GC/CM's designated representative and the Secretary of the Seattle/King County Construction Trades Council.

8.5 The Administrative Committee shall meet as required but not, less than once each month to review the operation of the Agreement.

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

**ARTICLE IX  
HIRING PROCEDURES - IN ACCORDANCE WITH  
APPLICABLE LOCAL COLLECTIVE BARGAINING AGREEMENT**

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 or national origin. This shall be applicable to all matters relating to hiring, training, promotion, transfer or termination of employees. Furthermore, the parties agree to cooperate to the fullest extent to achieve the intent and purpose of the applicable regulations of Title VII, Civil Rights Act of 1964, and Executive Order No. 11246, or such laws or Executive Orders as may supersede them. This Agreement is subordinate to the Equal Employment/Affirmative Action Resolutions and Apprenticeship Program requirements for the Project. 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 IX 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) days to join the applicable Local Union. All employees shall be required to comply with the Local Unions security provision of the applicable SCHEDULE "A" for the period during which they are performing on-site work. The applicable Local Union is required by law to accept these new members.

9.2 It is agreed and understood that specific terms and conditions governing, hiring and assignment of current union trade workers in supplement to small subcontractors (ex: owner-operators) existing core workforce proposed for the project may be negotiated jointly by the GC/CM, that small subcontractor, and applicable trade union representatives.

**ARTICLE X  
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 from 7:00 a.m. to 3:30 p.m. for first shift with one-half hour unpaid lunch period. Hours of work may be altered by mutual agreement. Notification of change in hours of work will be given to the union in writing. Hours of work for pile driving are subject to modification by the GC/CM to comply with all applicable noise limitation requirements and obligations of the Owner ("City"). Work hours shall be uniform for all crafts. Make up days due to inclement weather will be with prior GC/CM approval and per applicable local collective bargaining agreements.

10.2 **LUNCH PERIOD.** Applicable Meal Period provisions in the respective Craft Area Agreement shall apply.

10.3 **SHIFTS.** First shift shall be considered the standard work shift. Other shifts will be administered in accordance with applicable local collective bargaining agreements. Subcontractors shall be responsible for paying, all premiums required to work the above noted shifts.

10.4 **OVERTIME.** Overtime shall be in accordance with applicable local collective bargaining agreements.

10.5 **HOLIDAYS.** 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 and (7) Friday after Thanksgiving Day and (8) Christmas Day. Work may be performed on Labor Day when circumstances warrant, i.e., the preservation of life and/or serious property damage.

a. In the event a Holiday falls on Sunday, the following day, Monday, shall be observed as such Holiday.

b. In the event a Holiday falls on Saturday, the preceding Friday shall be observed. Monday holidays shall be honored in keeping with Federal law.

c. There shall be no paid holidays unless explicitly under a local collective bargaining agreement. If employees are required to work on a Holiday, they shall receive the appropriate overtime rate.

**10.6** IT WILL NOT BE A VIOLATION OF THIS AGREEMENT WHEN THE GC/CM CONSIDERS IT NECESSARY TO SHUT DOWN THE PROJECT IN WHOLE OR IN PART TO AVIOD 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 GM/GC OR THE GC/CM'S SUBCONTRACTING REQUESTS EMPLOYEES TO STAND BY, THE EMPLOYEES WILL BE COMPENSATED FOR THE "STAND BY TIME IN THE EVENT OF ANY CONFLICT, THE APPROPRIATE LOCAL COLLECTIVE BARGINING AGREEMENT SHALL APPLY.

10.7 **PROJECT SECURITY.** In the event the GC/CM deems it necessary, the parties agree to develop a mutually acceptable system for employees checking in and out on the Project. This system, if necessitated, will be developed by the Project Administrative Committee.

10.8 **REPORTING TIME.** (Show-up Time) In accordance with applicable local bargaining, collective bargaining agreements.

## **ARTICLE XI APPRENTICESHIP PROGRAM**

11.1 The GC/CM and its subcontractors shall implement a Project Apprenticeship Program to meet the requirements established by the Justice Center Project GC/CM (JCP-GC/CM) Program. The signatory unions shall supply labor for each craft to provide training and job opportunities as a means to increase the skill of the Puget Sound region work force so the Utilizing the apprenticeship training the workers can enter the pool of skilled labor, fully qualified for living wage jobs.

11.2 In implementing the Project Apprenticeship Program, the GC/CM and its subcontractors shall commit to meet the project apprenticeship participation requirements of 15% of the total contract labor hours, excluding offsite vendor and suppliers.

11.3 The signatory unions shall provide upon request by each employer or subcontractor, sufficient quantities of qualified apprentices to complete the task assigned. Such apprentices shall work under the supervision of a journeyman.

11.4 Apprenticeship participation hours shall be distributed throughout each technical discipline or trade and each tier expected to be utilized on this contract. Unless modified by the JCP-GC/CM Program. Requests for modification of the requirements shall be submitted to the JCP-GC/CM. Each request shall include written documentation of affirmative efforts to use SAC-registered apprentices such as copies of the letters from the subcontractors to the union local and responses from the Union locals stating reasons for not providing labor requested, JCP-GC/CM will promptly respond to the subcontractor in writing with a decision.

11.5 During the initial construction planning period, the GC/CM through its subcontractors shall prepare and submit a plan for SAC-registered apprentice's participation. The plan of each subcontractor shall estimate the total contract labor hours to establish the framework for apprenticeship participation to be submitted to JCP-GC/CM at the pre-construction meeting.

\* First year apprentices who are Minorities and women will perform at least:

- a. 20% of the apprentice work hours performed by apprentices from five-year apprenticeship programs.
- b. 25% of the apprentice work hours performed by apprentices from four-year apprenticeship programs.
- c. 30% of the apprentice work hours performed by apprentices from three-year apprenticeship programs.
- d. 50% of the apprentice work hours performed by apprentices from two-year apprenticeship programs.

1. Each subcontractor shall provide monthly with the applicable progress payment request to the GC/CM, a monthly report of apprentices used that month by craft and trade at each tier and level work, noted with an ongoing status of the progress towards the originally submitted plan. Additionally, with each progress payment request the subcontractor shall submit to the GC/CM an apprenticeship monthly report for the current or following month of planned apprenticeship hourly participation by trade.

2. The Apprenticeship monthly report shall identify the individual apprentices who participated.

3. The Apprenticeship Program participation requirements shall apply to all change orders and amendments to the contract.

4. All Apprenticeship and Workforce reports are to be in electronic form. The Fields and the types of information requested to be determined (TBD).

5. ALL bidders are to submit verification that the subcontractor has been notified of the Apprenticeship Program Requirements of this Article.

11.6 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 XI through use of craft employees represented by any Union signatory, the GC/CM and its subcontractors shall be allowed to recruit for apprentice candidates from any other source and such apprentice recruits must meet the established applicable state of Washington apprenticeship standards for entry into the applicable Local Union apprenticeship program. These recruits will have seven (7) days to join the applicable Local Union. The applicable Local Union is required by law to accept these new members.

## **ARTICLE XI PAY-DAY**

- 12.1 In accordance with applicable local collective bargaining agreement.
- 12.2 Lay-off is pay off.

## **ARTICLE XIII CRAFT JURISDICTION AND JURISDICTIONAL DISPUTES ADJUSTMENT**

13.1 It is the desire of the parties hereto to provide establish and put into practice effective methods for the settlement of jurisdictional misunderstanding or jurisdictional disputes, which may arise under this agreement on the site without strike, lockout, work stoppage or slowdown. To the end that all parties shall be assured of continuity of operation and continuity of employment in order that harmonious relations will be maintained.

13.2 The GC/CM or any of its subcontractors, at whatever tier, who is performing construction work at the site of the Project shall comply fully with this article.

13.3 Before making work assignments, the "contractor" who has the responsibility for the performance and installation of the "work" (hereinafter called "Installing Contractor") shall determine first whether a previous decision or agreement of record covering the work exists. If there is no decision or agreement of record, then the INSTALLING CONTRACTOR shall determine if an appropriate or applicable agreement between the crafts exists. If no agreement exists, the INSTALLING CONTRACTOR shall then consider the established trade practice and prevailing practice in the locality. Locality is defined as the Seattle/King County Building and Trades geographical jurisdiction. The installing contractor will then assign the work accordingly.

13.4 The GC/CM and its subcontractors will develop and schedule pre-assignment jurisdictional mark-up conference meetings with representatives of all of the signatory Unions and establish a time period during which the competing Unions can present evidence in support of their jurisdictional claims to the designated Representative. In those cases not covered by such a pre-job mark-up and where the involved Unions notify the GC/CM, and if applicable the GC/CM's subcontractor, of a jurisdictional dispute over unassigned work, then and in that event, the competing Unions will be given no less than two (2) regular work days time to prepare and present jurisdictional claims for the work in question to the GC/CM and the applicable subcontractor.

When the GC/CM becomes aware of any work item that is not specifically covered by agreement between the affected trades, then the GC/CM will immediately make the interested Unions aware of this specific item of work and allow the Unions at least two (2) regular work days to resolve the dispute. These Lime limits may be extended by mutual agreement, but in no event will work be held up due to ongoing jurisdictional claims.

13.5 The GC/CM and its subcontractors have the obligation of presenting to the Unions all of the pertinent data, drawings, specifications or descriptions that are available at the time of the jurisdictional mark-up meeting. If the signatory Unions are unable to reach agreement as a result of the pre-job mark-up, then after the time limits have expired, the INSTALLING CONTRACTOR shall make a clear assignment of the disputed work. Any continuing jurisdictional disputes must be resolved in accordance with the "plan" promulgated by the National Building and Construction Trades Department AFL-CIO - SETTLEMENT OF JURISDICTIONAL DISPUTES IN THE CONSTRUCTION INDUSTRY through the latest amendment in effect at the time of this Project Labor Agreement.

13.6 In any event, there will be no strike, lockouts, work stoppages or slowdowns or other interference with the work because of jurisdictional disputes.

13.7 Work shall be assigned by the INSTALLING CONTRACTOR in accordance with the procedural rules of the plan for the SETTLEMENT OF JURISDICTIONAL DISPUTES IN THE CONSTRUCTION INDUSTRY and if not resolved between the Unions it shall be referred for resolution to the International Unions with which the disputing Craft Unions are affiliated. The resolution of the disputes shall be reduced to writing, signed by representatives of the International Unions, and the INSTALLING CONTRACTOR will abide by the resolution. The disputed work shall continue as assigned by the INSTALLING CONTRACTOR until the dispute has been resolved without consequence of retroactive pay or penalty of any form.

#### **ARTICLE XIV WORK RULES**

14.1 Employment begins and ends at the jobsite.

14.2 The selection of craft foreman and general foreman shall be in accordance with applicable local collective bargaining agreement.

14.3 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 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.

14.4 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 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.

14.5 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.

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

14.7 Specialized equipment may be installed, adjusted, tested and serviced by the Owner's employees, agents, or representatives prior to the occupancy of the Project, provided such installation is in accordance with Washington State prevailing wage laws. The on-site installation or application of such items shall be generally performed by the craft having jurisdiction over such work; provided, however, it is recognized that other personnel having special talents or qualifications may participate in the installation, check-off or testing of specialized or unusual equipment. Specialized equipment does not include installation of telecommunications cabling and related equipment.

## **ARTICLE XV MISCELLANEOUS PROVISIONS**

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

15.2 The Owner, or GC/CM 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.

15.3 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 under the direct supervision of the Owner as applicable if such supervision is deemed desirable.

15.4 All foremen and superintendents shall have the authority and responsibility to terminate any construction employee working under their supervision who fails to satisfactorily, competently and diligently perform his assigned duties.

15.5 Subject to the grievance of the applicable local collective bargaining agreement the applicable contractor who is the employer shall have the right to terminate any construction employee who in its opinion fails to satisfactorily, competently, professionally and diligently perform his assigned work, and to refuse to rehire such individual. Each termination slip shall show reason for discharge.

15.6 All employees shall be subject to substance screening and testing procedures set forth within the Project's developed safety and insurance programs and substance screening program (Article XXIV).

Any employee who reports for work under the influence of alcoholic beverages or uses non-prescribed drugs on the jobsite or who reports to the jobsite with alcoholic beverages or non-prescribed drugs, shall be subject to immediate termination and/or removal from the project.

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

15.8 In the interest of the future of the construction industry in the Seattle 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 XVI SAFETY, HEALTH AND SANITATION**

16.1 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, relating to job safety and safe working practices.

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

16.3 The GC/CM or its subcontractors shall provide adequate sanitary toilet facilities, water and clean up facilities.

16.4 The GC/CM or its subcontractors shall provide a safe place for storage of tools and facilities ventilated and heated for changing clothes.

16.5 Violators of the CITY OF SEATTLE JUSTICE CENTER SAFTY PROGRAM will be subject to termination for cause with the same conditions for rehire as established in Article IX.

16.6 All required safety equipment shall be provided by the CG/CM or its subcontractors.

## **ARTICLE XVII PROTECTION OF PERSONAL PROPERT**

17.1 The protection of personal property shall be in accordance with the applicable local agreement of the employing contractor/subcontractor.

**ARTICLE XVIII**  
**NO STRIKE – NO LOCKOUT**

18.1 During the term of this Agreement there shall be no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the union, its applicable Local Union or by any employee, and there shall be no lockout by the GC/CM or its subcontractors. 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 project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than ninety (90) days.

18.3 Neither the Union nor its applicable Local Union shall be liable for acts of employees for which it has no responsibility. The International Union, General Presidents or Presidents will immediately instruct, order and use the best efforts of his office to cause the Local Union or Unions to cease any violations of this Article. An International Union complying with this obligation shall not be liable for unauthorized acts of its Local Union. The principal officer or officers of a Local Union will immediately instruct, order and use the best efforts of his office to cause the employees the Local Union represents to cease any violations of the Article. A Local Union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instances 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 the 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 term of this Agreement. Any Union or Local Union which initiates or participates in a work stoppage in violation of this Article or which recognizes or supports the work stoppage of another Union or local union which is in violation of this Article, agrees as a remedy for said violation, to pay liquidated damages in accordance with Section 18.6.

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) and/or Local Union(s) has been notified of the fact, except in those circumstances where an alleged breach of Article IX as identified in subparagraph 18.6(d) is charged. In those circumstance a Board consisting of one representative from each of the following parties: (a) GC/CM, (b) Owner and (c) Officer, or the Executive Secretary, of the Seattle Building & Construction Trades Council will convene prior to notification of the permanent Arbitrator.

Those three (3) representatives will convene immediately and otherwise are to ascertain if those allegations of an Article IX breach as identified within this Article XVIII will warrant utilization of the Arbitrator. By a majority vote, those parties will determine if the procedures of subparagraph 18.6(a) and the subsequent process shall be invoked.

a. The party invoking this procedure shall notify who the parties agree shall be the permanent Arbitrator is unavailable at anytime, he shall appoint his alternate. Notice to the Arbitrator shall be by the most expeditious means available with notice by facsimile, telegram or any other effective written means, to the party alleged to be in violation and the involved International Union President and/or Local Union.

b. Upon receipt of said notice, the Arbitrator named above shall set and hold a hearing within twenty-four (24) hours if it is contended that 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 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 IX has in fact occurred. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of the Award. The Arbitrator may order cessation of the violation of 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 Agreement and all other relevant documents referred to herein above-in the following manner. Facsimile or expedited mail or personal service of filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order the Arbitrator's Award as issued under Section 18.6 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 or 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 Union(s) and its applicable Local Union shall, within eight (8) hours of receipt of the Award, direct all of the employees they represent on the Project to immediately return to work.

If the trade involved does not return to work by the beginning of the next regularly scheduled shift following receipt of the Arbitrator's Award and the Union(s) and/or its applicable Local Union have not complied with Section 18.3 of this Article then the Union and/or the Local Union shall pay the sum of ten thousand dollars (\$10,000.00) as liquidated damages to the affected owner, and shall pay an additional ten thousand dollars (\$10,000.00) per shift for each shift thereafter on which the trade has not returned to work. The Arbitrator shall retain jurisdiction to determine compliance with this section and Section IX of this Agreement.

18.7 The procedures contained in Sections 18.6 through 18.6.h. shall be applicable to alleged violations of this Article and Article IX. Disputes alleging a 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 XX.

### **ARTICLE XIX UNION SECURITY**

19.1 Per applicable local collective bargaining agreement.

### **ARTICLE XX GRIEVANCE PROCEDURE**

20.1 Per applicable local collective bargaining agreement.

### **ARTICLE XXI GENERAL SAVINGS CLAUSE**

21.1 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 which will meet the objections to its validity and which will be in accord with the intent and purpose of the article or provisions in question.

21.2 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 application of such article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

**ARTICLE XXII  
TERMS OF AGREEMENT**

22.1 This Project Labor Agreement shall become effective on the 6th day of July, 2000 and shall continue only until the Project is completed or abandoned by the ("City"), or by the GC/CM for the Project.

**ARTICLE XXIII  
WAGE SCALES AND FRINGE BENEFITS**

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

23.2 The wage rates to be paid all laborers, workers and mechanics who perform any part of this Contract shall be in accordance with the applicable local craft labor agreement as identified in SCHEDULE "A" herein, and as required by Chapter 39.12 of the Revised Code of Washington, as amended, not less than the prevailing wage rates as specified in Article 23.3 herein. This requirement applies to laborers, workers and mechanics, whether they are employed by the GC/CM, subcontractors, sub-subcontractors, or any other person who performs a portion of the work contemplated by this Agreement and who is covered by the terms hereof.

23.3 The current King County, Washington state prevailing wage rates (PWR) for the inception of this project are **dated March 2, 2000**. Such KING COUNTY, WASHINGTON PWR which have been provided to the parties hereto by the industrial statistician of the Washington State Department of Labor and Industries will be available for review at the L&I website at: <http://www.lni.wa.gov/prevailingwage/> and are incorporated into this Agreement as if set forth herein.

23.4 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 arbitration to the DIRECTOR OF THE DEPARTMENT OF LABOR AND INDUSTRIES of the State of Washington, and the Director decision therein shall be final and conclusive and binding on all parties involved in the dispute, as provided for by Section 39.12.060 of the Revised Code of Washington as amended.

23.5 Those provisions for fringe benefit bonds in the respective applicable local collective bargaining agreement shall be applicable to this PLA.

23.6 **PARKING REIMBURSEMENT.** In accordance with applicable provisions in the respective craft local collective bargaining agreement.

**ARTICLE XXIV**  
**DRUG FREE WORKPLACE**

24.1 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 **ADDENDUM'S** to this Project Labor Agreement as identified in the TABLE ON CONTENTS herein.

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

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For CH 2M Hill Constructors, Inc

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Seattle/King County Building & Construction Trades Council, Peter Coates

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Asbestos Workers Local 7, Ted Boskovich

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Roofers Local 54, Paul Blaski

---

Sheet Metal Workers Local 66, Charlie Mulcahy

---

Boilermakers Local 502, Ed Exienberger

---

Sprinkler Fitters Local 699, Bart Scherch

---

Teamsters Local 174, Scott Sullivan

---

Bricklayers & Allied Crafts Local 1,  
Dennis Becker

---

Cement Masons Local 528, Roger Betterman

---

Pacific Northwest Regional Council of Carpenters, John Steffens

---

IBEW Local 46, Gwendolyn Lee

---

Elevator Constructors Local 19, James Bender

---

Iron Workers Local 86, Steve Pendergrass

---

Laborers Local 242, Kevin Cimmery

---

Operating Engineers Local 302, Allan Darr

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Painters District Council #5, Bob Matson

---

Plasterers Local 77, Rick Anderson

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Plumbers & Pipefitters Local 32, Jim Moss

---

Laborers Local 440, Chuck O'Halloran

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Sign Painters Local 1094, Scott Clark

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Painters Local 1982, Ron Krebs

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Painters Local 300,

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Operating Engineers Local 286, Jan Pelroy

**HOFFMAN CONSTRUCTION COMPANY OF WASHINGTON  
ALCOHOL AND DRUG POLICY STATEMENT**

1. PURPOSE - Hoffman 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 status. "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.
- D. Employer Premises - Employer premises includes all operative premises, facilities, parking lots, garages, work places, dry shacks and Employer owned tool boxes and storage facilities.
- E. Medical Facility - Means a hospital, clinic, physicians office or laboratory where testing specimens can be collected according to recognized professional standards.

3. CORPORATE RULES - This use of alcoholic beverages or marijuana by employees when on duty or 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 be on Employer premises under the influence of, or have in their possession, any alcoholic beverage, or 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 will be subject to immediate discharge and will be ineligible for rehire except as provided below.

4. 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 projects shall be given test 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 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 individuals 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 in 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 includes lunch boxes and toolboxes, are subject to search while on Employer premises. Refusal to permit such search shall be cause for discharge.

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'S CODIFICATION FROM THE  
HOFFMAN ON-SITE BUSINESS OFFICE.

HOFFMAN CONSTRUCTION COMPANY OF WASHINGTON  
ALCOHOL AND DRUG POLICY  
CODIFICATION OF PROGRAM

OUTLINE

1. PURPOSE - (See Paragraph 1 - Alcohol and Drug Policy Statement Document)
2. DEFINITINS - (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.....1000 ng/ml	300 ng/ml
MORPHINE..... 300 ng/ml	300 ng/ml
THC (Marijuana)..... 100 ng/ml	15 ng/ml

NOTE:

- A. (1) Valid temperature - 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 projects. 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 AND SUBCONTRACTOR EMPLOYEES must provide proof upon arriving at a JOBSITE that they have taken a current DRUG & ALCOHOL TEST for Hoffman or under one of the Hoffman 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'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 job site 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 job sites before they receive their DRUG AND ALCOHOL CERTIFICATION CARD, they should show their copy of the CONSENT FORM to the designated Hoffman representative.

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

4C3. Designated Hoffman 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 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 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 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 projects for a year or more and authorizes Hoffman 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

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 Exhibit F-1 that the Hoffman 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 Construction Company of Washington 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 representative on the applicable project.

4D5.3 Notification Procedure: Designated Hoffman representative will personally request that the Hoffman and/or subcontractor foreman bring the employee to the Hoffman on-site office. The employee will be given written information regarding requirements for

returning to work. See A&D Exhibit 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 drug/medicine prescribed by a licensed health care provider for the individual is permitted provided it will not affect the individuals 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 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 term 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 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 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 job site.

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 project superintendent.

5A4. Refusal to submit a specimen will result in the individual being barred from all Hoffman 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'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 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/healthcare provider will prescribe appropriate treatment. The counselor/evaluator/healthcare 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/healthcare 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/healthcare provider that they have entered/or completed, (depending on the recommendations of their counselor/evaluator/healthcare provider), an approved (by Hoffman) 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 Construction Company of Washington 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 projects.

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

When the individual returns to the project site the designated Hoffman 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 projects for a period of one year.

9. LIST OF APPLICABLE PROGRAM FORMS/DOCUMENTS
  - A. Alcohol and Drug Policy Document
  - B. Consent for Alcohol and Drug Tests Form
  - C. Drug and Alcohol Certification Card
  - D. Alcohol and Drug Policy Rehabilitation Testing Agreement
  - E. Alcohol and Drug Policy Condition of Employment Form
  - F. Reinstatement of Eligibility: Last Chance Agreement
  - G. Internal Notification Documents:
  - H. Exhibit 1. Alcohol and Drug Invalid Specimen Notification
  - I. Exhibit 2. Alcohol and Drug Test Notification
  - J. Reasonable Suspicion Report

**HOFFMAN CONSTRUCTION COMPANY OF WASHINGTON  
ALCOHOL AND DRUG POLICY  
ADDENDUM "B" 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 has a "clean-card" program, which allows individuals, who continue to comply with Hoffman's Alcohol and Drug Policy, to move from 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 projects. Individuals are required to comply with all post-employment testing requirements addressed in Hoffman Construction Company of Washington Alcohol and Drug Policy Codification. Hoffman Construction Company of Washington will review subcontractor and/or Industry programs for recognition. Recognized programs will be listed on Addendum "A" to the Hoffman Construction Company of Washington Alcohol and Drug Testing Policy. As outlined on Addendum "A" individuals presenting a recognized, valid "clean card" are required to sign a Hoffman Consent for Alcohol and Drug Test form upon their arrival at a Hoffman project and are subject only to post-employment testing under the Hoffman Construction Company of Washington Alcohol and Drug Testing Policy. The Hoffman Construction Company of Washington Consent for Alcohol and Drug Test form will identify the specific project name and number.

3. Confirmed test results will be reported directly to Hoffman Construction Company of Washington Alcohol 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:

<u>CONTROLLED SUBSTANCE</u>	<u>SCREENING METHOD</u>	<u>SCREENING LEVEL</u>	<u>CONFIRMATION METHOD</u>	<u>CONFIRMATION LEVEL</u>
Amphetamines/ Methamphetamines	EMIT	1000 ng/ml	GC/MS	500 ng/ml
Barbiturates Amobarb Butalbital Pentobarb Phenobarb	EMIT	300 ng/ml	GC/MS	200 ng/ml

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 DEHYDROGENASE	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

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 review 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 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 Construction Company of Washington 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: 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.

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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-testing 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 contracting 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 of 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 preformed as

outlined in Addendum "B" to Hoffman Construction Company of Washington 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 may conduct post-employment testing, project wide, up to three time in any twelve month period, without notice. Testing will include all individuals working on the project on the day of the test. 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 injurious incidents. If the recordable rate is in excess of 5.0 per 200,000 m.h.
  - C. Owner direction to perform project-wide testing
  - D. A disproportionate number of positive "FAIL" Alcohol and Drug test results. Confirmed "FAIL" test results at 5% 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 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 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 management, provided a Union steward is readily available and the circumstances allow.
18. Access to Project Approved or Denied: Hoffman 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 Construction Company of Washington Alcohol and Drug Test program, Hoffman 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 Construction Company of Washington Projects".
19. Consent for Alcohol and Drug Test Form - If requested in writing, Hoffman will provide information relative to Alcohol and Drug test results to the State of Washington Employment Security Department.
20. Hoffman is required by their insurance carrier to provide a copy of post-incident tests for Alcohol and Drug. Test results will not be released to our insurance carrier relative to work performed in the State of Washington.

**HOFFMAN CONSTRUCTION COMPANY OF WASHINGTON  
ALCOHOL AND DRUG POLICY  
ADDENDUM "C"**

**REINSTATEMENT OF ELIGIBILITY TO ACCESS  
HOFFMAN CONSTRUCTION COMPANY OF WASHINGTON PROJECTS**

1. **4D6SECOND FAILURE** - If an employee tests positive ("FAIL") for a second time, they will lose their eligibility to access Hoffman Construction Company of Washington projects and will be terminated and/or removed from the project, whichever is applicable.

Reinstatement of Eligibility to Access Hoffman Construction Company of Washington projects:

1. Individuals who wish to apply to reinstate their eligibility to access Hoffman Construction Company of Washington 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 Construction Company of Washington 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 Construction Company of Washington.
  - 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-apply for

reinstatement of eligibility.

- E. Individuals who failed to enroll in and complete recommended rehabilitation programs will not be eligible to reapply for reinstatement of their eligibility to access Hoffman Construction Company of Washington 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 is no longer in business, use of second accredited counseling facility to complete previously recommended rehabilitation and/or obtain in assessment is acceptable.
- G. Assessment documentation directed to Hoffman Construction of Washington must 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 Construction Company of Washington.
- I. The individual will not be allowed to access any Hoffman Construction Company of Washington projects until a confirmed test result showing "PASS" has been received by Hoffman.
- J. The individual is required to sign a Last Chance Agreement and in addition to any other required testing as outlined in the Hoffman Construction Company of Washington Alcohol and Drug Testing program, agrees to random testing as determined by Hoffman Alcohol and Drug Testing Administrator.

Loss of eligibility to access Hoffman Construction Company of Washington projects

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

