

PROJECT LABOR AGREEMENT
FOR THE
O STREET STATE OFFICE BUILDING PROJECT
BETWEEN
RUDOLPH AND SLETTEN, INC.
AND THE
STATE BUILDING AND CONSTRUCTION TRADES COUNCIL OF CALIFORNIA
AND THE
SACRAMENTO-SIERRA BUILDING & CONSTRUCTION TRADES COUNCIL
AND THE
CRAFT UNIONS & COUNCILS SIGNATORY TO THIS AGREEMENT

TABLE OF CONTENTS

ARTICLE 1. PURPOSE.....	3
ARTICLE 2. SCOPE AND DURATION OF AGREEMENT.....	4
ARTICLE 3. MANAGEMENT RIGHTS	6
ARTICLE 4. EFFECT OF OTHER AGREEMENTS.....	7
ARTICLE 5. UNION RECOGNITION, SECURITY AND REPRESENTATION	8
ARTICLE 6. WAGES AND FRINGE BENEFITS	11
ARTICLE 7. GRIEVANCE AND ARBITRATION PROCEDURE.....	12
ARTICLE 8. JURISDICTION DISPUTES.....	13
ARTICLE 9. NO STRIKE-NO LOCKOUT	14
ARTICLE 10. EXPEDITED ARBITRATION FOR WORK STOPPAGES AND LOCKOUTS	15
ARTICLE 11. BENEFICIAL OCCUPANCY BY THE OWNER	17
ARTICLE 12. SAFETY	17
ARTICLE 13. GENERAL SAVING CLAUSE	17
ARTICLE 14. NON DISCRIMINATION	18
ARTICLE 15. JOINT ADMINISTRATIVE COMMITTEE	18
ARTICLE 16. APPRENTICES	18
ARTICLE 17. SMALL BUSINESS & DISABLED VETERAN BUSINESS	19
ARTICLE 18. ENTIRE UNDERSTANDING	20
ATTACHMENT A. LETTER OF ASSENT.....	24
ATTACHMENT B. EMPLOYEE CRAFT REQUEST FORM.....	25
ATTACHMENT C. APPROVED DRUG AND ALCOHOL TESTING POLICY	27

PROJECT LABOR AGREEMENT FOR CONTINUITY OF WORK

PREAMBLE

This Project Labor Agreement ("Agreement") is entered into this _____, day of _____, 2018, by and between Rudolph and Sletten, Inc., ("Prime Contractor") that has been retained by the Department of General Services, State of California ("Owner") for the construction of the New O Street State of California Office Building located in Sacramento, California ("Project") and the signatory contractors and subcontractors for the construction of the Project (Prime Contractor and the contractors and subcontractors performing work hereunder shall be collectively referred to as the "Employers") and the State Building and Construction Trades Council of California ("State Council") and Sacramento-Sierra Building & Construction Trades Council ("Local Council") (hereinafter collectively "Council(s)") and the signatory Local Unions and District Councils having members employed at the Project (hereinafter collectively the "Unions.").

ARTICLE 1 PURPOSE

1.1 The purpose of this Agreement is to ensure that all work on this Project shall proceed continuously and without interruption, thereby assuring the timely and cost-effective completion of the Project, and to support the efforts of the State to provide construction career training and employment opportunities for targeted workers through local apprenticeship and pre-apprentice programs.

1.2 It is the objective of the parties that the construction of this Project may be a credit to the Employers, the Unions, the Owner and the community and it is recognized by all parties that harmonious labor-management relations are the result of responsible conduct by the Unions and the Employers employing building trades people, and it is our mutual desire to promote these relationships on this Project.

1.3 The parties hereby agree and to establish and put into practice effective and binding methods for the settlement of all misunderstandings, disputes, or grievances that may arise so that the parties are assured of complete continuity of operations, without slowdown, or interruption of any kind or for any reason and that labor-management peace is maintained for the life of this construction Project, except as provided in Section 9.3.

1.4 A large numbers of workers of various skills will be required in the performance of the construction work and will be represented by the Unions signatory to this Agreement and employed by contractors and subcontractors who are also signatory to this Agreement.

1.5 The parties agree that one of the primary purposes of this Agreement is to avoid the tensions that might arise on the Project if Union and non-union workers of different employers were to work side by side on the Project, potentially leading to labor disputes that could delay completion of the Project.

1.6 The parties agree that the use of skilled labor on the construction work involved in the Project will enhance the safety of construction operations and the quality of completed work.

1.7 The parties agree that this Agreement is a valid Section 8(f) pre-hire agreement within the meaning of Section 8 [29 U.S.C. § 158(f)] of the National Labor Relations Act.

ARTICLE 2 SCOPE AND DURATION OF AGREEMENT

2.1 This Agreement shall apply and be limited to the construction work to be performed by the Contractors/Employers of any tier for the construction of the "O" Street Office Building located at 1215 O Street) in Sacramento, California (hereinafter "Project Site"), as more particularly described in Sections 2.1.1 and 2.1.2, below.

2.1.1 The scope of the work to be performed under this Agreement (hereinafter "Covered Work" or "Project Work") shall include the abatement and demolition of the California Department of Food and Agriculture (CDFA) Annex Building, including removal and disposal of all hazardous and demolition materials, and construction of a new 11-story office building. The project also includes demolishing a three-story sky bridge that connects the Annex Building to the existing CDFA Headquarters Building at 1220 N Street and reconstructing the CDFA Headquarters south façade and associated work. An existing surface parking lot immediately adjacent to the Project site may be utilized as a construction staging area during demolition and construction. The new building will be approximately 370,000 total gross square feet (GSF), and will include office, assembly, storage, building support, limited underground parking, and commercial/retail space.

2.1.2 This Agreement covers all on-site preparation, surveying, construction, alteration, painting or repair of buildings, structures and other works and related activities for the Project that is within the craft jurisdiction of one of the Unions and which is directly or indirectly part of the Project, including, without limitation, start-up and commissioning, site preparation, survey work, soil and material inspection and testing, modular furniture installation covered by an applicable Master Agreement or a prevailing wage determination, all on-site fabrication work, provided such work is within the fabrication provision of the Master Labor Agreement or national agreement of one of the Unions, demolition of existing structures, and all construction, demolition or improvements required to be performed as a condition of approval by any public agency. On-site fabrication work includes work done for the Project in temporary yards or areas established for the Project. This Agreement also covers all off-site work, including fabrication, traditionally performed by any of the Unions that is directly or indirectly part of the Project, provided such work is covered by a provision of a local Master Agreement of the applicable Union(s). On-site construction shall also include the site of any batch plant constructed solely to supply materials to the Project.

2.2 This Agreement shall become effective upon issuance of the Notice to Proceed from the Owner (hereinafter "Effective Date") and shall continue in full force and effect until all Project Work to be performed on the Project is completed and accepted by the Owner. This Agreement shall automatically terminate at the conclusion and acceptance of the Project Work by the Owner.

2.3 It is understood and agreed by the Parties hereto that the final plans for the Project may be subject to design changes and modifications or may be revised as a result of the approval by those public agencies possessing lawful approval authority over the Project, and that this Agreement applies to the Project as finally approved by such entities and agencies.

2.4 Exclusions. Items specifically excluded from the Scope of this Agreement include the following:

2.4.1 This Agreement does not apply to the work of non-manual employees, including, but not limited to, superintendents, supervisors, staff engineers, timekeepers, mail carriers, clerks, office workers, messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory, executive and management employees or to any employees not covered by the Master Labor Agreement of one of the Unions. It is understood and agreed that Building/Construction Inspectors and Field Soils and Material Testers (inspectors), to the extent hired by Prime Contractor or other Employer, are a covered Craft under this Agreement. This shall also specifically include such work where it is referred to by utilization of such terms as "quality control" or "quality assurance." Every Inspector performing under these classifications pursuant to a professional services agreement or a construction contract with Prime Contractor or any other Employer shall be bound to all applicable requirements of this Agreement. Covered work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded;

2.4.2 The Agreement shall not apply to state inspectors or other public employees, post-construction tenant improvements, emergency work, non-construction support services, creation and installation of art work, future maintenance, and architectural and engineering services. For purposes of this Agreement, "Art Work" is a unique, one-of-a-kind decorative element to be incorporated into the building or site, the design, illustration, and detailing of which can only be fully completed in the field and can only be performed by the individual Artist. An "Artist" is an individual, or individuals, engaged by the Owner to create and install Art Work. The Artist shall perform all final adjustments, finishing touches, and final painting of any Art Work;

2.4.3 This Agreement shall be limited to Covered Work on or after the Effective Date, and is not intended to, and shall not govern, the construction of any other project;

2.4.4 Any work performed on or near or leading to or into Project Site and undertaken by state, county, city or other governmental bodies, or their Contractors; or by public utilities, or their Contractors;

2.4.5 Off-site maintenance of leased equipment and on-site supervision of such work;

2.4.6 Off-site laboratory work for testing;

2.4.7 Work performed by employees of an Original Equipment Manufacturer ("OEM") or vendor on the OEM's or vendor's equipment, if required by the warranty agreement between the OEM or vendor and the Primary Employer or Owner in order to maintain the warranty or guarantee on such equipment, and provided that the warranty agreement is the OEM's or vendor's standard warranty agreement for such equipment and is consistent with industry practice; and

2.4.8 All work related to the delivery, unloading, moving and installation of the Project Owner's individual, unattached pieces of furniture, furnishings, equipment or supplies that is not covered by an applicable Master Agreement or within the scope of work of a prevailing wage determination issued by the California Department of Industrial Relations.

2.4.9 All hauling from and delivery to the Project and deliveries of all materials required to complete the Project, except that the hauling/delivery of soil, sand, gravel, aggregate, rocks, concrete, asphalt, excavation materials, fill material and construction debris shall be covered by this Agreement.

2.4.10 Work performed by Owner/Operators including the hauling and/or off-hauling of materials.

2.4.11 The delivery, placement, servicing and removal of all temporary toilets and trash/recycling dumpsters.

ARTICLE 3 MANAGEMENT RIGHTS

3.1. The Contractor retains the full and exclusive authority for the management of its operations, as set forth in this Article, unless expressly limited or required by a specific provision of this Agreement or the respective Union's Master Labor Agreement. The Contractor shall direct the workforce at its sole prerogative, including but not limited to the hiring, promotion, transfer, layoff, discipline or discharge for just cause of its employees; the selection of foremen and general foremen; the assignment and schedule of work; the promulgation of reasonable work rules; and, the requirement of overtime work, the determination of when it will be worked, and the number and identity of employees engaged in such work. No rules, customs, or practices which limit or restrict productivity, efficiency or the individual and/or joint working efforts of employees shall be permitted or observed.

3.2 There shall be no limit on production by workmen or restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trades and shall work under the direction of the craft foremen. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations. The Employers may utilize the most efficient methods or techniques of construction, tools, or other labor-saving devices to accomplish the work. Practices not a part of the terms and conditions of this Agreement will not be recognized.

3.3. The Employers shall be the sole judge of the number and classifications of employees required to perform work subject to this Agreement and shall have the absolute right to hire, promote, suspend, discharge or lay-off employees at their discretion and to reject any applicant for employment, subject to the provisions of the respective Unions' Master Labor Agreements between the particular Employer and Union.

3.4. The Employers shall have the right to determine the competency of all employees, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off or terminated. The Employers shall also have the right to reject any applicant referred by a Union for any lawful reason; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Employers' commitment to employ qualified workers through the procedures established in this Agreement.

3.5 Employers have the absolute right to award contracts or subcontracts on this Project to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union parties, provided only that such Contractor is ready, willing, and able to execute and comply with this Agreement should such Contractor be awarded work covered by this Agreement.

ARTICLE 4 EFFECT OF OTHER AGREEMENTS

4.1. The provisions of this Agreement, including the Master Labor Agreements (hereinafter "MLAs"), as such may be changed from time-to-time and which are incorporated herein by reference, shall apply to the work covered by this Agreement. This Agreement is not intended to supersede the MLAs between any of the Employers performing construction work on the Project and a Union signatory thereto except to the extent the provisions of this Agreement are inconsistent with such MLAs, in which event the provisions of this Agreement shall apply. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), work within the jurisdiction of the International Union of Elevator Constructors, and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians except that Articles dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work. Where a subject is covered by the provisions of a MLA and not covered by this Agreement, the provisions of the MLA shall apply. It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all Parties signatory hereto who are then currently employed or represented at the Project.

4.2 It is understood that this Agreement, together with the referenced MLAs, constitutes a self-contained, stand-alone agreement and by virtue of having become bound to this Agreement, Employers will not be obligated to sign any other local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement (provided, however, that the Employers may be required to sign an uniformly applied, non-discriminatory Subscription Agreement at the request of the trustees or administrator of a trust

fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor is bound to make contributions under this Agreement, provided that such Subscription Agreement does not purport to bind the Contractor beyond the terms and conditions of this Agreement and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the Prime Contractor to have each of its subcontractors, as well as their subcontractors, to sign the Subscription Agreement with the appropriate Craft Union prior to the subcontractors beginning Project Work.

4.3 It is agreed that all Contractors and subcontractors of whatever tier, who have been awarded contracts for work covered by this Agreement, shall be required to accept and be bound to the terms and conditions of this Agreement, and shall evidence their acceptance by the execution of the Letter of Assent as set forth in Attachment "A" hereto, prior to the commencement of work. At the time that any Contractor enters into a subcontract with any subcontractor of any tier providing for the performance on the construction contract, the Contractor shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a part of accepting the award of a construction subcontract, to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work on the Project. No Contractor or subcontractor shall commence Project Work without having first provided a copy of the Letter of Assent as executed by it to the Local Council forty-eight (48) hours before the commencement of Project Work, or within forty-eight (48) hours after the award of Project Work to that Contractor (or subcontractor), whichever occurs later.

4.4 It is recognized that certain materials, equipment, and systems of a highly technical and specialized nature will have to be installed at the Project. The nature of the materials, equipment, and systems, together with requirements of manufacturer's or vendor's warranty, may dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed under the supervision and direction of Owner's and/or manufacturer's personnel. The Unions agree to install such material, equipment, and systems without incident and without the occurrences of any conduct described in Sections 9.1 and 9.2, below.

ARTICLE 5

UNION RECOGNITION, SECURITY AND REPRESENTATION

5.1 The Employers recognize the Union(s) as the sole and exclusive collective bargaining representative for craft employees employed on the Project.

5.2 No employee covered by this Agreement shall be required to join any Union as a condition of being employed, or remaining employed, for the completion of this Project work; provided, however, that any employee who is a member of a Union at the time the referring Union refers the employee, shall maintain that membership in good standing while employed under this Agreement. All employees shall, however, be required to comply with the union security provisions of the applicable MLA for the period during which they are performing on-site Project Work to the extent, as permitted by law, of rendering payment of an amount equal to the applicable monthly window and working dues uniformly required for membership in the Union.

5.3 The Employers recognize that the Unions shall be the primary source of all craft labor employed on the Project.

5.4 The parties agree to provide opportunities for participation on the Project to the regular and experienced personnel ("Core Employees") of any Employer awarded work on the Project that is not signatory to a Master Agreement with the appropriate craft Union. For purposes of the Project Labor Agreement, a Core Employee is a person who meets all of the following:

Possesses any license required by state or federal law for the Project work to be performed;

Has worked at least one thousand (1,000) hours in the applicable trade or craft during the prior two (2) years;

Has been on the Employer's active payroll for at least ninety (90) days of the last one hundred twenty (120) calendar days immediately prior to the contract award to the Employer; and

Has the ability to safely perform the basic functions of the applicable craft or trade.

5.4.1 The Unions will refer to such Employer one core employee, then one (1) employee from the hiring hall out of work list from the affected craft, then another core employee, then another employee from the hiring hall out of work list from the affected craft and so on. This process shall be repeated until the Employer has hired five (5) core employees to perform work on the Project. Thereafter, all further employees to be hired by the Employer shall be employees referred from the hiring hall out of work list from the affected craft Union. In the laying off of employees, such will take place in a manner to assure that the number of Core Employees in the affected craft does not exceed, at any time, the number of those workers referred by the hiring hall employed by the Employer, assuming the remaining employees are qualified to undertake the work available. If there is any question regarding an employee's eligibility under this Section, the Employer shall provide satisfactory proof of the employee's eligibility upon the request of the Sacramento-Sierra Building and Construction Trades Council (Council) or any Union.

5.4.2 Prior to each Employer performing any work on the Project, each Employer shall provide a list of core employees to the Council. Failure to do so will prohibit the Employer from using any core employees. Upon request by any Party to the Project Labor Agreement, the Employer hiring any core employee shall provide satisfactory proof (i.e., payroll records, quarterly tax records and such other documentation) evidencing the core employee's eligibility as a core employee to the Council. In order to facilitate contract administration procedures, as well as appropriate benefit fund coverage, all Employers shall require their core employees and any other persons employed other than through the Union referral process, to register with the appropriate Union hiring hall, if any, prior to said employee's first day of employment at the Project site.

5.5 In the event that referral facilities maintained by the Unions are unable to fill the requisition of an Employer for qualified employees within a forty-eight (48) hour period after such requisition is made by the Employer (Saturdays, Sundays and holidays excluded), the Employer shall be free to obtain work persons from any source. The Employer shall inform the Union of any applicants hired from other sources, within twenty-four hours of hiring, and such applicants shall register with appropriate Union hiring hall, if any, prior to beginning work on the Project and abide by all of the other requirements imposed by this Agreement.

5.6 Authorized representatives of the Union(s) shall have access to the Project provided that they do not interfere with the work of the craft employees and further provided that such representatives fully comply with established Project rules.

5.7 Each Union shall have the right to designate a working craft employee as steward for each Employer employing such craft on the Project. Such designated steward shall be a qualified workman assigned to crew and shall perform the work of that craft. The steward shall not perform supervisory duties. Under no circumstances shall there be nonworking stewards. Stewards shall be permitted a reasonable amount of time during working hours to perform applicable union duties related to work being performed by the craft employees of his/her Employer, and not to the work being performed by other Employers or their employees.

5.8 In recognition of the fact that the communities surrounding the Project will be impacted by the construction of the Project Work, the parties agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to refer and/or recruit sufficient numbers of skilled craft local area residents, as well as Targeted Workers, for Project Work. The Parties hereby establish a goal that 25% of all construction labor apprentice hours worked on the Project shall be from Targeted Workers, regardless of where they reside.

5.8.1 The Unions shall coordinate with community-based job placement organizations, such as the Sacramento Employment and Training Agency, to ensure Targeted Workers and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program are referred to the Unions from such organizations. The community-based job placement organizations shall pre-screen any applicant prior to referral to the Unions. Drug screening will be a prerequisite to employment. The following criteria will be used to identify Targeted Workers:

1. Veterans,
2. Women interested in joining the trades,
3. Having a criminal record or other involvement in the criminal justice system,
4. Persons receiving public assistance,
5. Persons emancipated from the foster care system.

For the applicant to qualify under this program, the community-based job placement organizations shall verify the presence of at least one of the above criteria for those applicants referred to the Unions.

5.8.2 Employers and Unions will administer this targeted worker preference and shall maintain adequate records to demonstrate that Targeted Worker preferences have been pursued.

5.8.3 The parties hereby establish a goal that Employers shall hire apprentices in the performance work on the Project. A minimum of twenty (20) percent of the construction labor hours worked on the Project shall be worked by apprentices. If the apprenticeship standards of the apprenticeship program establish a higher maximum percentage, Employers may use such approved higher percentage of apprentices for work on the Project. Twenty-five (25) percent of the apprentice hours shall be completed by Targeted Workers. Employers utilizing existing apprentices, as well as other apprentices referred by the Unions, which meet the criteria for a Targeted Worker, as defined above, shall receive credit for such apprentices toward the 25% goal for Targeted Workers.

5.8.4 In determining compliance with the targeted hiring requirements contained in this Section 5.8, hours of Project Work performed by residents of states other than California will be excluded from the calculation.

5.9 To facilitate the dispatch of Targeted Workers and Apprentices, all Employers will be required to utilize the Employee Craft Request Form whenever they are requesting the referral of any employee from a Union referral list for any Project Work, a sample of which is attached as "Attachment B." When Targeted Workers and Apprentices are requested by the Employers, the Unions will refer such workers regardless of their place on the Unions' hiring halls' list.

5.10 The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Parties agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereafter "Center") and the Center's "Helmet to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs for hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties. The Parties 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 for bona fide, provable past experience.

ARTICLE 6 WAGES AND FRINGE BENEFITS

6.1 All employees covered by this Agreement (including foremen and general foremen if they are covered by the Master Labor Agreements) shall be classified in accordance with work performed and paid by the Contractors the hourly wage rates for those classifications in accordance with the then current Master Labor Agreement of the applicable Union and in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. If there is a discrepancy between the applicable prevailing wage rate and the

MLA rates, the Contractor shall pay the higher rate to ensure compliance with both this Agreement and the applicable prevailing wage determination.

6.2 Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate MLA and make all employee-authorized deductions in the amounts designated in the appropriate MLA. If there is a discrepancy between the applicable prevailing wage rate contribution and the MLA contribution rates, the Contractor shall pay the higher contribution rate to ensure compliance with both this Agreement and the applicable prevailing wage determination.

6.3 The Employer adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s), to the extent said trust agreements are consistent with this Agreement, specifically the detailed basis on which payments are to be made into, and benefits paid out of such trust funds for the Employer's employee. The Employer authorizes the parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees to appoint as if made by the Employer.

ARTICLE 7 GRIEVANCE AND ARBITRATION PROCEDURE

7.1 The parties hereby agree that all disputes or grievances between Employers and Unions, other than jurisdictional disputes under Article 8 or disputes arising from any strike, picketing, slowdown, lockout, or other work stoppage of any kind under Sections 9.1 and 9.2, below, shall be handled in accordance with the following procedures:

Step 1. If there is a dispute or grievance involving one of the Employers, the business representative of the local union involved shall first attempt to settle the matter by oral discussion with the particular Employer's project superintendent no later than five (5) working days after the occurrence first giving rise to the dispute or grievance. If the matter is not resolved with the superintendent within five (5) working days after the oral discussion with the superintendent, the dispute or grievance shall be reduced to writing by the grieving union.

Step 2. If the matter is not resolved in step 1, above, the written grievance shall be given to the particular Employer involved, to Prime Contractor and to the business representative of the local union involved, no later than five (5) working days after the oral discussion set forth above for Step 1, and the business representative of the local union involved shall refer the matter to his local union Business Manager who shall meet with responsible staff representative(s) of the particular employer and, who shall attempt to settle the matter. This shall be referred to as Step 2 of the Grievance and Arbitration Procedure.

Step 3. If settlement is not achieved through step 2 above within ten (10) working days after referral to Step 2, an effort shall be made by the parties involved in step 2 to agree on a neutral arbitrator, but if the parties are unable to agree, a party may, within ten (10) days after referral to Step 2, select from the agreed upon list below, on a rotational basis in the order listed, the following arbitrators: (1) William Riker; (2) Morris Davis; and (3) William Engler. Expenses incurred in arbitration shall be borne equally by the union and the Employer involved and the

decision of the arbitrator shall be final and binding on both parties, provided, however, that the arbitrator shall not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way.

Failure of the grieving Party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the Parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to, or detract from any of the provisions of this Agreement. The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the Parties (i.e., conference room, court reporter, etc.) in arbitration, shall be divided equally by the Parties to the arbitration, including Union(s) and Contractor(s) involved.

ARTICLE 8 JURISDICTION DISPUTES

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

8.2 All jurisdictional disputes between or among Construction Unions and Employers 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 Employers and Unions.

8.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5 of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California, within fourteen (14) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

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

8.5 Each Prime Employer shall conduct a pre-job conference with the Councils prior to commencing work. The purpose of the conference will be to, among other things, determine craft manpower needs, schedule of work for the contract and Project work rules/owner rules. All work assignments shall be disclosed by the Employers in accordance with industry practice and the Plan at such conference. Prime Employers will notify the Prime Contractor and the Councils at least ten (10) days in advance of all such conferences.

ARTICLE 9
NO STRIKE-NO LOCKOUT

9.1 During the existence of this Agreement, there shall be no strike, sympathy strike, picketing, lockout, handbilling, slowdown, withholding of work, refusal to work, walk-off, sick-out, sit-down, stand-in, wobble, boycott or other work stoppage, disruption, advising the public that a labor dispute exists or impairment of any kind for any reason by the Unions or employees employed on the Project and there shall be no lockout by the Employers. It is agreed, however, that the Employers may lay-off employees for lack of work, or in the event that a strike, picketing or other work stoppage impedes the work of the Project.

9.2 No picketing lines will be established at the Project by any of the Unions. The Unions agree that they will not sanction in any way any picket line and will affirmatively take all measures necessary to effectively induce its members to cross the picket line and report to work as scheduled and that responsible representatives of the Unions who are employed on the Project will also do so themselves. No Employee shall engage in activities which 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, up to and including discharge.

9.3 Notwithstanding the provisions of Sections 9.1 and 9.2, above of this Article, it is agreed that the particular Union involved retains the right to withhold the services of its members (but not a right to conduct any other activities described in Sections 9.1 and 9.2) from a particular Employer who fails to make timely payments to the Union Health & Welfare, Pension, Vacation and Holiday, Apprentice and Training, or Industry Funds in accordance with the provisions of that particular Employer's labor agreement with the particular Union or who fails to timely pay its weekly payroll. However, prior to withholding its members' services on account of a failure to make timely payments to the Union Health & Welfare, Pension, Vacation and Holiday, Apprentice and Training, or Industry Funds, the Union involved will give ten (10) days' (unless a lesser period is provided within the applicable craft union agreement, but in no event less forty-eight (48) hours') written notice of such failure to pay by registered or certified mail, return receipt requested, to the involved Employer and to the Prime Contractor and to the Owner. Representatives of the parties to the dispute will meet within the ten-day period to attempt to resolve the dispute.

9.4 It is specifically agreed that there shall be no strike, sympathy strike, picketing, lockout, handbilling, slowdown, withholding of work, refusal to work, walk-off, sick-out, sit-down, stand-in, wobble, boycott or other work stoppage, disruption, advising the public that a labor dispute exists or impairment of any kind, for any reason by the Unions or employees employed on the Project, at the job site of the Project as a result of the expiration of any local, regional, or other applicable labor agreement having application at the Project and/or failure of the parties to that agreement to reach a new contract. In the event that such a local, regional, or other applicable labor agreement does expire and the parties to that agreement have failed to reach agreement on a new contract, work will continue on the Project on one of the following two basis ("options"), both of which will be offered by the Union(s) involved to the Owner and Employers affected:

9.4.1 Each of the Union(s) with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Union(s) involved in such expiring contract(s) may each propose wage rates and employer contribution rates to employee benefit funds different from what those wage rates and employer contributions rates were under the expiring contract(s). Said interim agreement(s) would be superseded by any subsequently reached industry agreement(s) as of the date the industry agreement is reached. The terms of the Union's interim agreement offered to the Owner and the other Employers will be no less favorable than the terms offered by the Union to any other employer or group of employers covering new commercial high-rise construction work in Sacramento County; and

9.4.2 Each of the Union(s) with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, if the Employer(s) affected by that contract agree to the following retroactivity provision: if a new local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Employer shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such new labor agreement, an amount equal to any such retroactive wage increase established by such new labor agreement retroactive to whatever date is provided by the new local, regional or other applicable agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactivity period. All parties agree that such affected Employer shall be solely responsible for any retroactive payments to its employees and that neither the Employers nor the Owner has any obligation, responsibility, or liability whatsoever for any such retroactive payments or collection of any such retroactive payments from any other employer.

9.4.3 Some Employers may elect to continue to work on the Project under the terms of the interim agreement option offered under Section 9.4.1, above and other Employers may elect to continue to work on the Project under the retroactivity option offered under Section 9.4.2, above. To decide between the two options, Employers will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Employer, in writing, its specific offer of terms of the interim agreement pursuant to paragraph (A) above, whichever is the later date. If the Employer fails to timely select one of the two options, the Employer shall be deemed to have selected the option set forth in 9.4.2.

ARTICLE 10

EXPEDITED ARBITRATION FOR WORK STOPPAGES AND LOCKOUTS

10.1 In lieu of, or in addition to, any other action at law or equity, which is also available, any party may institute the following procedure when a breach or violation of Sections 9.1 or 9.2 is alleged:

10.1.1 The party invoking this procedure shall notify either Robert Hirsh or Barry Winograd, who the parties agree shall be the two (2) permanent Arbitrators under this procedure.

In the event that none of the two (2) permanent Arbitrators is available for a hearing within 24 hours, any one of the two (2) permanent Arbitrators who is notified shall appoint his alternate to hear the matter. Notice to the Arbitrator shall be by the most expeditious means available, including telephone, with notice by FAX to the party alleged to be in violation.

10.1.2 Upon receipt of said notice, any one of the four (4) Arbitrators named above (whichever one is notified by the invoking party) or his alternate shall set and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists.

10.1.3 The Arbitrator shall notify the parties by FAX 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.

10.1.4 The sole issue at the hearing shall be whether or not a violation of Sections 9.1 or 9.2 has in fact occurred and the Arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. 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. If the Arbitrator finds that a violation of Sections 9.1 or 9.2 has occurred, then the Arbitrator in his written Award shall order cessation of the violation of this Article and a return to work and other appropriate relief, and such Award shall be served on all parties by hand or registered mail upon issuance. The Award will be final and binding on all parties to this Agreement.

10.1.5 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. Fax notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award all parties waive the right to 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.

10.1.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the parties to whom they accrue.

10.1.7 The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the Parties (i.e., conference room, court reporter, etc.) in arbitration, shall be divided equally by the Parties to the arbitration, including Union(s) and Contractor(s) involved.

10.2 The procedures contained in this Article shall be applicable to alleged violations of Sections 9.1 or 9.2. 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 Sections 9.1 or 9.2, shall be resolved under the grievance adjudication procedures of Article 7.

ARTICLE 11 BENEFICIAL OCCUPANCY BY THE OWNER

11.1 It is anticipated that the Owner and/or Prime Contractor may commence operations with its own production and maintenance employees prior to the completion as defined in the Design-Build contract between State and Prime Contractor. It will therefore be necessary for the Owner to take over various portions of the buildings, systems, and equipment while construction of various other portions continues. The procedure to be employed in such a takeover is as follows: When the Owner determines that a portion of the work is mechanically or operationally complete, it shall identify such areas, systems, or equipment by use of a tagging system (or similar system). Work will be considered complete when it is reasonably ready for its intended use, and the Owner shall thereafter have beneficial occupancy of the involved areas, systems, or equipment.

11.2 It is intended that employees of the Owner will commence working in such areas after the takeover by the Owner. Therefore, any remaining original construction work, such as painting, installing missing parts, insulation and work normally performed by the respective crafts shall be completed by the Employers and their employees without incident and without the occurrence of any conduct described in Sections 9.1 or 9.2. It is understood that "non-construction" work in such areas, e.g., routine maintenance or repair, is the work of the Owner's employees.

ARTICLE 12 SAFETY

12.1 All Federal and State safety rules, regulations, orders, and decision shall be binding upon the Employers and shall be applied to all work covered by this Agreement.

12.2 It will not be a violation of this Agreement, when the Employer considers it necessary to shut down to avoid the possible loss of human life, because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the Employer requests employees to stand by, the employees will be compensated for the stand by time.

12.3 The Parties to this Agreement adopt the California State Office Building Project Substance Abuse Policy, a copy of which is attached hereto as Attachment "C" which shall be the policy and procedure utilized under this Agreement.

ARTICLE 13 GENERAL SAVING CLAUSE

13.1 It is not the intention of the parties hereto to violate the laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of this

Agreement are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of this Agreement shall remain in force and effect unless the part so found to be void is wholly inseparable from the remaining portions of this Agreement. Further, all parties agree that if and when any or all provisions of this Agreement are finally held or determined to be illegal or void by a court of competent jurisdiction, an effort will be made by the Prime Contractor and the Unions signatory to this Agreement, to then promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of any applicable law and the intent of the parties hereto.

ARTICLE 14 NON-DISCRIMINATION

14.1 The Unions and Employers agree that they will not discriminate against any employee or applicant for employment in hiring and dispatching on the basis of race, color, religion, sex, gender, national origin, age, membership in a labor organization, sexual orientation, political affiliation, marital status, or disability.

ARTICLE 15 JOINT ADMINISTRATIVE COMMITTEE

15.1 The parties acknowledge the goal of promoting harmonious labor management relations and adequate communications and, therefore, establish a six (6) person Joint Administrative Committee (JAC). The JAC shall be comprised of three (3) representatives selected by the Prime Contractor and three (3) representatives selected by the Local Council. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement.

15.2 The JAC shall meet when requested by the Owner, the Prime Contractor or the Local Council, to monitor compliance with the terms and conditions of this Agreement, to review the implementation of this Agreement, the progress of the Project and resolve problems or disputes. A unanimous decision of the JAC shall be final and binding upon all Parties. However, the JAC shall have no authority to make determinations upon or to resolve grievances arising under this Agreement.

15.3 A quorum will consist of at least two (2) Prime Contractor and two (2) Local Council appointed representatives. For voting purposes, only an equal number of Prime Contractor and Council appointed representatives presented may constitute a voting quorum.

ARTICLE 16 APPRENTICES

16.1 The parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the State, and the opportunities to provide continuing work under the construction program. To these ends, the parties will facilitate, encourage, and assist Targeted Workers to commence and progress in

Labor/Management Apprenticeship and/or training Programs in the construction industry leading to participation in such apprenticeship programs. The State, the Prime Contractor, other State consultants, and the Councils, will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal joint labor/management apprenticeship programs maintained by the signatory Unions.

16.2 Apprentices used under this Agreement shall be registered in Joint Labor Management Apprenticeship Programs approved by the State of California. A minimum of twenty (20) percent of the construction labor hours worked on the Project shall be performed by apprentices, unless the standards of the applicable Joint Apprenticeship Committee confirmed by the Division of Apprenticeship Standards ("DAS"), establish a lower maximum percentage.

16.3 The Unions agree to cooperate with the Employer in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of apprentices. The Prime Contractor will work with the Councils to assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.

16.4 The Parties agree that apprentices will not be dispatched to Employers working under this Agreement unless there is a journeyman working on the Project where the apprentice is to be employed who is qualified to assist and oversee the apprentice's progress through the program in which he or she is participating.

16.5 All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeable occupation. Should a question arise as to a journeyman's qualification under this subsection, the Employer shall provide adequate proof evidencing the worker's qualification as a journeyman to the Prime Contractor and the Local Council.

ARTICLE 17 SMALL BUSINESS & DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

17.1 The Project will provide many opportunities for Small Business and Disabled Veteran Business Enterprise firms to participate as Employers or suppliers on or to the Project, and the parties therefore agree that they will cooperate with all efforts of the State, the Prime Contractor, and other organizations retained by the State for the purpose, to encourage and assist the participation of Small Business and Disabled Veteran Business Enterprise firms in Project Work. Specifically, all parties understand that the State has established and quantified goals which place a strong emphasis on the utilization of Small Businesses & Disabled Veteran

Business Enterprises on the Project. The parties to this agreement actively support the state's 25% certified Small Business participation goal and the 3% Disabled Veteran Business Enterprise requirement and shall ensure that provisions of the Project Labor Agreement (PLA) do not impede participation of such firms.

17.2 Each party agrees that it shall employ demonstrable efforts to encourage utilization of such businesses in an effort to achieve such goals. This may include, for example, participation in outreach programs, education, and assistance to Small Business & Disabled Veteran Business Enterprises not familiar with working on a project of this scope or under the terms of a PLA. Further, the parties shall ensure that the provisions of the PLA do not impede participation of such Small Business and Disabled Veteran Business Enterprises.

17.3 In the event the State determines the Small Business and Disabled Veteran Enterprise goals are not being met on the project, the Design-Build Entity/General Contractor and the State Building and Construction Trades Council, by mutual agreement, through the Joint Administrative Committee, established in this Agreement, may renegotiate terms of the PLA for the sole purpose of increasing Small Business and Disabled Veteran Enterprise participation.

17.4 In furtherance of the Parties' demonstrable efforts to encourage Small Business and Disabled Veteran Enterprise participation, the Unions further agree to the following:

- Outreach: The State Building and Construction Trades Council and/or its affiliates commit to organizing three (3) outreach events in the Northern California Region to educate contractors and subcontractors on the state certification process and to provide information on the two projects. The Department of General Services will participate in these events to certify eligible participants and provide information regarding the projects. Events should occur between February 2018 and February 2019.
- Outreach: The State Building and Construction Trades Council and/or its affiliates commit to provide outreach for two (2) Department of General Services' Small Business and Disabled Veteran Enterprise events.
- Certification: These events have a mutual goal of certifying fifty (50) additional construction entities eligible as a certified Small Business and Disabled Veteran Enterprise.

ARTICLE 18


ENTIRE UNDERSTANDING

18.1 The Parties agree that the total results of their bargaining are embodied in this Agreement and neither party is required to render any performance not set forth in the wording of this Agreement, or to bargain during the terms of this Agreement about any matter unless required to do so by the terms of this Agreement. This Agreement may be amended only by written agreement signed by the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the day and year first above written. The officials signing this Agreement warrant and collectively bargain on behalf of the organizations whom they represent and the member of such organizations.

Dated: May 3, 2018

Rudolph and Sletten, Inc.

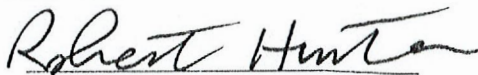
By: 

Print Name: Paul Aherne

Print Title: Senior Vice President
and General Counsel

Dated: April 23, 2018

**State Building and Construction Trades
Council of California**

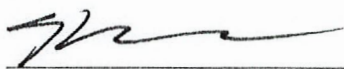
By: 

Print Name: Robbie Hunter

Print Title: President

Dated: April 2, 2018

**Sacramento-Sierra Building & Construction
Trades Council**

By: 

Print Name: Kevin Ferreira

Print Title: Business Manager

PROJECT NAME: O Street State Office Building Project

SACRAMENTO-SIERRA BUILDING & CONSTRUCTION TRADES COUNCIL
AFFILIATED CRAFTS and other required local trade unions that are signatory to this
Agreement:

Karl Pines

Ironworkers Local 118

[Signature]

IBEW Local 340

[Signature]

BA Local 3 FA.

CHUCK FRANKLIN B.M. BRIAN DUNN
U A 669

[Signature]

LABORERS Local 105

[Signature]

NUCC Affiliates

[Signature]

Teamster 150

[Signature]

U.A. Local 447

[Signature]

Roofers & Waterproofers # 81

[Signature]

SMART, SMW Local Union No. 104

[Signature]

INSULATORS 16

[Signature]

IUEC Local 8

[Signature]

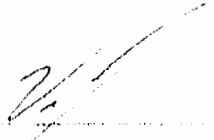
I.B.B

[Signature]

I.U.O.F Local # 3

PROJECT NAME: O Street State Office Building Project

SACRAMENTO-SIERRA BUILDING & CONSTRUCTION TRADES COUNCIL
AFFILIATED CRAFTS and other required local trade unions that are signatory to this
Agreement:


LABORERS LOCAL 67

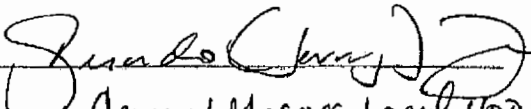
PROJECT NAME: O Street State Office Building Project

SACRAMENTO-SIERRA BUILDING & CONSTRUCTION TRADES COUNCIL
AFFILIATED CRAFTS and other required local trade unions that are signatory to this
Agreement:

Miguel Chavez
UA - Local 1355

PROJECT NAME: O Street State Office Building Project

SACRAMENTO-SIERRA BUILDING & CONSTRUCTION TRADES COUNCIL
AFFILIATED CRAFTS and other required local trade unions that are signatory to this
Agreement:


Cement Masons Local 400

PROJECT NAME: O Street State Office Building Project

SACRAMENTO-SIERRA BUILDING & CONSTRUCTION TRADES COUNCIL
AFFILIATED CRAFTS and other required local trade unions that are signatory to this
Agreement:

CH 1 CH 1
District Council 16

PROJECT NAME: O Street State Office Building Project

ACRAMENTO-SIERRA BUILDING & CONSTRUCTION TRADES COUNCIL
AFFILIATED CRAFTS and other required local trade unions that are signatory to this
agreement

Plasterers & Cement Masons Local 300

Kirk J. King

ATTACHMENT A – LETTER OF ASSENT

To be signed by all Employers and Subcontractors awarded work covered
by the O Street State Office Building Project
Project Labor Agreement prior to commencing work

[Employer's Letterhead]

Rudolph and Sletten, Inc.
1504 Eureka Road, Suite 200
Roseville CA 95661

Re: Project Labor Agreement for the O Street State Office Building Project
– Letter of Assent

Dear Sir:

This is to confirm that [Name of Company] agrees to be party to and bound by the Project Labor Agreement for the O Street State Office Building Project, effective _____, 20__, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the Agreement undertaken by this Company on the Project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work on the Project.

Sincerely,

[Name of Company]

By: _____
Name and Title of Authorized Executive

[Copies of this Letter must be submitted to the Local Council pursuant to Section 4.3.]

ATTACHMENT B
EMPLOYEE CRAFT REQUEST FORM

TO THE CONTRACTOR: Please complete and fax or e-mail this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After faxing or e-mailing your request, please call the Local to verify receipt and substantiate their capacity to furnish workers as specified below. Please print your Fax Transmission Verification Reports or e-mail and keep copies for your records.

The Project Labor Agreement for the O Street State Office Building Project establishes a goal that 25% of all construction labor apprentice hours worked on the Project shall be from Targeted Workers, regardless of where they reside. For Dispatch purposes, employees that meet the Targeted Worker criteria shall be referred to as Targeted Workers.

TO THE UNION: Please complete the "Union Use Only" section on the next page and fax or e-mail this form back to the requesting Contractor. Be sure to retain a copy of this form for your records.

CONTRACTOR USE ONLY

To: Union Local # _____ Fax# (_____) _____ Date: _____ From: _____
Company: _____ Issued By: _____
Contact Phone: (_____) _____ Contact Fax: (_____) _____

PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS.

Craft Classification (i.e., plumber, painter, etc.)	Targeted Worker	Number of workers needed	Report Date	Report Time

Please have worker(s) report to the following work address indicated below:

Project Name: _____ Site: _____ Address: _____

Report to: _____ On-site Tel: _____

On-site Fax: _____

Comment or Special Instructions: _____

UNION USE ONLY

Date dispatch request received:
Dispatch received by:
Classification of worker requested:
Classification of worker dispatched:

WORKER
REFERRED

Name:
Date worker was dispatched:
Is the worker referred a: (check all that apply)

TARGETED WORKER	Yes _____	No _____
-----------------	-----------	----------

ATTACHMENT C

**CALIFORNIA STATE OFFICE BUILDING PROJECT
SUBSTANCE ABUSE POLICY**

PURPOSE AND GOAL

- Safety
- Alcohol and drug abuse pose a significant threat to our purpose and goals.
- Employee involvement with alcohol and other drugs can be very disruptive, adversely affect the quality of work and performance of employees, pose serious health risks to users and others, and have a negative impact on safety, productivity, and morale.

COMMITMENT

- Recognize that drug and alcohol abuse may be a sign of chemical dependency and that substance abuse can be successfully treated with professional help.
- Commitment is to help employees remain productive members of our team.
- Encourage all Contractors working on this project to have an Employee Assistance Program (EAP) available for their employees.

COVERED WORKERS

- Any craft employees and non-craft employees, including managers and supervisory staff who perform work for the organization is covered by our drug-free workplace policy.

APPLICABILITY

- The drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for the project. The policy applies during all working hours or on job-site, whenever conducting business or representing the project.

EMPLOYEE RESPONSIBILITY

- The employee is responsible for following all work and safety rules.

- Any employee who believes they may have a problem with drugs or alcohol are responsible for seeking assistance, before a drug or alcohol problem adversely affects their work performance or results in an accident or is in violation of this policy.
 - Enter into and completing a treatment program.
 - Signing and living up to a last chance performance agreement.
 - Undergoing a Follow-up Testing Program at projects' discretion.

DRUG SCREENING GUIDELINES

All Contractors shall abide by this Substance Abuse Policy.

- Pre-Assignment – Employees to submit to pre-assignment drug screening prior to working on this project.
- Post-Accident Testing – Testing shall be required.
 - Substantial property damage occurred as a result of an incident, or
 - For anyone injured in an accident who requires more than first aid, and/or
 - When the Safety Representative and Supervisors determine that someone's actions may have been substantially involved in an accident or near accident.
- Testing for Cause – Employees to submit to testing if there is reasonable suspicion or belief that an employee is under the influence of a substance that may be impairing his or her performance.
- Method - Prior to orientation training, the Safety Manager will administer a ten (10) panel oral swab on-site substance screening for drugs and alcohol. Screening resulting in a false positive will be directed to the General Contractor and/or Subcontractor for further testing at a pre-designated clinic to undergo a urine substance-test. All false positive results must be completed within five (5) hours. Any employee who does not meet the requirements of the five (5) hour time constraint will be subject to termination.

MRO – MEDICAL REVIEW OFFICER

- The MRO appointed by the qualified program administrator will review the files of all employees or potential new hires whose drug test results are non-negative. The MRO will review lab results from the sample and determine if there appears to be any explanation for the non-negative other than substance abuse.
- The individual being tested may, at this time, request an opportunity to submit additional medical information for consideration by the MRO. A confidential physician/patient relationship will be deemed to exist between the MRO and any individual who elects to deliver additional medical information.
- The MRO will confirm final results as either positive or negative.

COMMUNICATION RESULTS

If the MRO receives results from a non-negative test he or she will do the following:

1. Contact the Employee who was tested to verify if there is any valid medical reason for use of the Drug in question.
2. If no valid reason exists, the MRO will communicate a verified non-negative result to the appropriate Company contact.
3. If the Employee has a valid medical reason for using the drug, the MRO will report a verified negative result to the Company.
4. If the MRO receives a non-negative result but is unable to contact the Employee who provided the specimen within twenty-four (24) hours from receipt of the results, the MRO will ask the Company to arrange for the individual to contact the MRO.

The employee has three (3) days to respond to the MRO before a non-negative will be confirmed, resulting in the employee's immediate termination of employment.

- The MRO may verify a test result as non-negative without having communicated directly with the individual tested in three (3) circumstances:
 1. the individual expressly declines the opportunity to discuss the test;

2. after making all reasonable efforts, neither the Company nor the MRO has been able to contact the individual within the timelines outlined above;
 3. the individual was successfully contacted by the Company or employer (as documented in writing) and instructed to contact the MRO within three (3) business days but failed, without reasonable excuse (including a serious illness or injury or other circumstance that made timely contact impossible), to do so.
- If the MRO is advised of circumstances that made timely contact by the individual impossible, the MRO may reopen the verification and allow the Employee to present additional medical formation regarding the positive test.
 - Following completion of the review process, the MRO will report the test results to the Company in a manner that ensures confidentiality of the information.

OUR DRUG AND ALCOHOL RULES

Employee who violates the Substance Abuse Policy will be subject to disciplinary action, up to and including termination.

1. Alcohol An employee may not possess, use, transfer, offer, or be under the influence of any intoxicating liquor while at work or on company business.
2. Drugs An employee may not possess, use, transfer, offer, share, attempt to sell or obtain, manufacture, or be under the influence of any drug (other than prescription). This rule also pertains to Prescription drugs being taken without doctor's authorization.
3. Drug Paraphernalia and Alcohol Containers. An employee may not possess any Drug Paraphernalia or Alcohol Containers.
4. Prescriptions/Over-the-counter Medications It is the employee's responsibility to check the potential effects of prescribed drugs and over-the counter Medications with your doctor or pharmacists before starting work, and to immediately inform your supervisor.

5. Adulterants Any substance that is used for the purpose of manipulating a drug test by adding to the specimen or ingesting that will distort the results of a substance abuse test.
6. An Employee Who Fails to Cooperate Refusing to consent to submit a sample or sign a required form, refusing to cooperate in any way (for example, refusing to courteously and candidly cooperate in any interview or investigation, including any form of truthfulness, misrepresentation or misleading statements or omissions.
7. Failure to Follow Treatment Failure to accept the referral, to enter into and complete an approved treatment program. The General Contractor reserves the right to approve the program.

REASONABLE SUSPICION TESTING OR REASONABLE CAUSE

At least one Supervisor will be trained to make these observations of Work Performance, Behavior, and Physical Indicators. A urinalysis by an approved pre-designated facility will be the method used to determine results for reasonable suspicion or reasonable cause.

- **Observable Symptoms or Unusual Behavior.**
- **The Odor or Smell of Alcohol or Drugs on the employee's breath or clothes or in an area, (such as in a vehicle, office, work area, change room, portable toilet, or restroom) immediately controlled or occupied by the employee.**
- **Alcohol, alcohol containers, illegal drugs, or drug paraphernalia in the employee's possession or in an area controlled, on the Project site, or occupied by the employee (vehicle, office, work area, change room, desk, portable toilet, or restroom);**
- **Unexplained or Significant deterioration in job performance.**
- **Unexplained significant changes in behavior (e.g., abusive behavior, repeated disregard of safety rules or procedures, insubordination, etc.);**
- **Evidence that the employee may have tampered with a previous drug test.**
- **Unexplained absenteeism or tardiness**

- Employee admissions regarding drug or alcohol use;
- Any involvement in any work-related accident or near accident.

RE-EMPLOYMENT TERMS

If the MRO determines a positive test result;

The employee will be terminated from employment and cannot be considered for rehire for a period of six months. In addition, the employee must consent to the following terms and conditions to be considered to be able to return to duty:

____ The employee must complete an approved Substance Abuse Program and provide official documentation from the Substance Abuse Professional that the person has been successful in the program and is able to return to employment. The General Contractor reserves the right to approve the Substance Abuse Program.

____ Successfully complete Return-to-Duty substance testing at the time and place determined by the Human Resources and Safety Departments. The result(s) must be Negative.

____ Agree to comply with the following conditions in order to return to work. I understand that failure to meet any of the above conditions will result in my immediate termination.

Employee signature

HR Signature

Date

Date

ASSISTANCE

All parties recognize that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our employees, our drug-free workplace policy:

- Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.

CONFIDENTIALITY

All information received by the project through the drug-free workplace program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

SHARED RESPONSIBILITY

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

All employees are required to not report to work or be subject to duty while their ability to perform job duties is impaired due to on-or off-duty use of alcohol or other drugs.

In addition, employees are encouraged to:

- Be concerned about working in a safe environment;
- Support fellow workers in seeking help;
- Report dangerous behavior to their supervisor.

It is the supervisor's responsibility to:

- Inform employees of the drug-free workplace policy;
- Observe employee performance;
- Investigate reports of dangerous practices;
- Document negative changes and problems in performance;
- Counsel employees as to expected performance improvement;
- Clearly state consequences of policy violations.

COMMUNICATION

Communicating our drug-free workplace policy to both supervisors and employees is critical to our success. To ensure all employees are aware of their role in supporting our drug-free workplace program:

- All employees will receive a written copy of the policy;

EMPLOYEE ACKNOWLEDGEMENT AND CONSENT TO TESTING

1. I, _____ acknowledge receiving a copy of the California State Office Building Project Drug and Alcohol Policy (the "Policy").
2. I voluntarily agree to swab or urine testing when I have been requested to do so.
3. I authorize to have the Company, or its designated physician send the specimen collected to a laboratory for a screening test for the presence of any prohibited substances under this Policy.
4. I authorize the release of the Test Result (and any other relevant medical information) to the Company for its use evaluation and suitability for continued employment. I also release the Company from all liability arising out of or connected with the testing, including the use of the information and results arising from the testing.
5. I understand that if I refuse to submit to the testing, to give a requested sample(s), to authorize release of the results to the Company, and/or if the test results indicate that I do not meet the Company's standards, I may be terminated.
6. I understand that any attempt to switch, adulterate or in any way tamper with the requested sample(s) or to otherwise manipulate the testing process will result in termination of employment. I also understand that if my test results are dilute on the second testing, I may be terminated.

I have read this entire policy and each of the above statements: ☐ YES ☐ NO

Signature: _____

Date: _____

CONOCIMIENTO Y CONSENTIMIENTO POR PARTE DE LOS TRABAJADORES
PARA LA REALIZACIÓN DE PRUEBAS

7. Yo, _____ acuso recibo de una copia de la Política de Proyecto de edificio de oficinas estatales de California, en materia de consumo de alcohol y drogas (la “Política”).
8. Acepto, voluntariamente, el someterme a pruebas de alcoholemia y consumo de drogas cuando se me requiera.
9. Autorizo a la Empresa o al facultativo designado por ésta, a enviar las muestras recogidas a un laboratorio para analizar la presencia de sustancias prohibidas de acuerdo con esta Política.
10. Doy mi consentimiento para la transmisión del resultado de las pruebas (y de cualquier otra información relevante en materia médica) a la Empresa, para su uso y evaluación de la idoneidad referente a la continuidad en el puesto de trabajo. Además, eximo a la Empresa de toda responsabilidad derivada o relacionada con las pruebas realizadas, incluyendo el uso de la información y los resultados arrojados por la prueba.
11. Asumo que si rechazo someterme a las pruebas, rehúso aportar una muestra solicitada, o no consiento la transmisión de los resultados a la Empresa, y/o si los resultados indican que no cumplo con los requisitos establecidos por la Empresa, puedo ser cesado en mi puesto de trabajo y finalizar la relación laboral con la Empresa.
12. Entiendo que cualquier intento de modificar, adulterar o manipular de cualquier otro modo la muestra solicitada, o de manipular de cualquier forma el proceso de realización de la prueba, tendrá como consecuencia el cese en mi puesto de trabajo.

He leído completamente esta Política y cada uno de los puntos señalados más arriba:

☐ SI ☐

NO

Firma: _____

Fecha: _____