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PROJECT LABOR AGREEMENT

BY AND BETWEEN

THE HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT

AND

STATE BUILDING AND CONSTRUCTION TRADES COUNCIL OF CALIFORNIA,

BUILDING AND CONSTRUCTION TRADES COUNCIL

OF HUMBOLDT AND DEL NORTE COUNTIES

AND THE SIGNATORY CRAFT COUNCILS AND UNIONS

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PROJECT LABOR AGREEMENT

THE HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT

INTRODUCTION AND FINDINGS

WHEREAS, the successful timely completion of the Humboldt Bay Offshore Wind and Heavy Lift Terminal, herein referred to as the "Project," is of the utmost importance to the District; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the Unions affiliated with the Building and Construction Trades Council of Humboldt and Del Norte Counties and any other craft labor organization which is signatory to this Agreement, employed by contractors and subcontractors who are signatory to agreements with said labor organizations; and

WHEREAS, this agreement also covers all contractors and subcontractors of all tiers who shall become signatory to this Agreement by signing the Letter of Assent (attached as Attachment A); and

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

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

WHEREAS, the Parties to this Agreement acknowledge that the construction of the Project is important to the development of the County of Humboldt, its residents, and the region as a whole; and

WHEREAS, the Parties place a high priority on the recruitment, training, and employment of residents and to create business opportunities for small and disadvantaged companies of historically disadvantaged communities of the Port's Local Impact Area as defined by this Agreement. The District places the highest priority on opportunities for the Humboldt Bay and Del Norte County area Tribes (including but not limited to the Wiyot Tribe, members of the Bear River Band of the Rohnerville Rancheria, members of the Blue Lake Rancheria); residents within communities along the Samoa Peninsula from Mad River Slough to the North Jetty; Veterans; commercial fisherman; and

WHEREAS, the District is committed to serving and creating economic opportunity in the communities that will be impacted by the construction activities by supporting the development and employment of increased numbers of construction workers from among the residents of these

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communities; and

WHEREAS, the District and Humboldt County support efforts to develop offshore wind collaboratively with local stakeholders, to mitigate impacts of development, and to provide compensation and support regarding unavoidable impacts. The District and the County of Humboldt are working collaboratively to increase regional capacity, engagement and planning around offshore wind development; provide community benefits; increase local workforce and supply chain development; invest in necessary infrastructure, including housing, port infrastructure, transmission, roads, health care, child care; and ensure that offshore wind development benefits Tribal and underrepresented local communities.

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

WHEREAS, the contracts for the construction of the Project will be awarded by the District or future developers in accordance with the applicable provisions of public works construction law; and

WHEREAS, the District or future developers has the absolute right to select the lowest responsible bidder for the award of construction contracts on the Project; and

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

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

ARTICLE I: PURPOSE

The purpose of this Agreement is to provide a framework to facilitate the project delivery schedule and to address the special needs of the Humboldt Bay Harbor Recreation, and Conservation District, the Developers (if any), the Prime Contractor(s), the subcontractors, Targeted Workers, and the building and construction tradespeople performing work associated within the scope of the Project herein described.

This Agreement is intended to support the scheduling and financial commitments of the District by providing for a readily available pool of skilled craft construction workers, with the use of multiple shifts, the full utilization of apprentices and to minimize potential overtime concerns, as major construction activity occurs in this tightly confined work environment.

In recognition of the special needs of the Project, and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, this Agreement will permit the District to maximize economies of operations through the use of uniform workplace rules and procedures applicable to all employers and employees while also avoiding costly delays on Project

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work due to contractor lockouts, industry-wide job stoppages, strikes, sympathy strikes, work stoppages, picketing, slowdowns, labor disputes or other interference with work.

The parties recognize that it is uncertain, at the time of the execution of this Agreement, whether the District or future users of the subject property will directly procure contracts for construction of the Project. Procurement of construction will depend, in large part, on the funding sources, procurement requirements, and any other terms of the lease agreement(s) with future developers.

This Agreement has been developed to facilitate the utmost timely, efficient and cost-effective completion of the Project, to ensure that the Project is within the designated schedule and budget, which is of vital importance to the District and the public.

ARTICLE II: DEFINITIONS

2.1 "Agreement" means this Project Labor Agreement.

2.2 "Apprentice" means those employees registered and participating in Joint Labor/Management Apprenticeship Programs approved by the Division of Apprenticeship Standards, Department of Industrial Relations of the State of California.

2.3 "Board" means the Board of Commissioners of the Humboldt Bay Harbor, Recreation, and Conservation District, a California special district.

2.4 "Developer" means, as applicable, either (i) the District or (ii) a third-party entity to which the District conveys real property rights (whether by license, lease or other method) to all or a portion of the Project area for, among other things, the construction and operation of port infrastructure and which such entity procures construction contracts with one or more Contractors. For those construction contracts between the District and a Contractor, the District, for those construction contracts, shall be consider the Developer for purposes of this Agreement. For those separate construction contracts between an entity described in subdivision (ii) of this Section 2.4 and any Contractor, the District shall not be considered a Developer and, instead, that entity shall be considered the Developer for purposes of this Agreement.

2.5 "District" means The Humboldt Bay Harbor, Recreation, and Conservation District.

2.6 "Committee" means Joint Administrative Committee as described in Article XI of this Agreement.

2.7 "Construction contract" means any of the contracts for construction of the Project.

2.8 "Contractor" or "Employer" means the Prime Contractor, the Project Labor Coordinator (in the event it performs work covered by this Agreement), and all subcontractors and owner operators of any tier, with respect to the construction of any part of the Project.

2.9 "Disadvantaged Worker" shall mean a Local Resident, who, prior to the

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commencing Project Work, meets at least one of the following barriers to employment and shall be prioritized in the following order for dispatch: (1) is enrolled as a tribal member or a spouse of an enrolled tribal member of a federally recognized Tribe within the Local Impact Area or within Del Norte County; (2) resides on the Samoa Peninsula from the Mad River Slough to the North Jetty; (3) is a Veteran Worker; (4) is a commercial fisherman; or (5) has successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program (this includes graduates who reside in Del Norte County).

2.10 "Letter of Assent" means the document that each Contractor (of any tier) must sign and submit to the Project Labor Coordinator and the Council, before beginning any Project Work, which formally binds them to adherence to all the forms, requirements and conditions of this Agreement.

2.11 "Local Business Area" or "Local Impact Area" means all of Humboldt County.

2.12 "Local Small Business" means a Contractor that (i) has operated an office in the Local Impact Area for two consecutive years prior to executing the Letter of Assent for the Project and (ii) has had, on average, fifteen (15) or fewer full-time employees during each of the prior twelve (12) payroll periods prior to executing the Letter of Assent for the Project. For purposes of this section, a full time employee means an individual who is regularly schedule to work 40 hours per week.

2.13 "Local Hiring Requirement" means the Local Resident hiring targets as referenced in Article VIII of this Agreement.

2.14 "Local Resident" means individuals domiciled within the Local Impact Area.

2.15 "Targeted Worker" means (i) any Disadvantaged Worker; (ii) any worker domiciled in the Local Business Area; (iii) graduates of Humboldt County local High Schools, College of the Redwoods, and Cal Poly Humboldt; or (iv) any workers needed to meet targeted employment requirements pursuant to the Project's funding sources.

2.16 "Master Labor Agreement" or "MLA" means the local collective bargaining agreements of the signatory Unions having jurisdiction over the Project Work and which have signed this Agreement.

2.17 "Plan" means the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry as described in Article XIII of this Agreement.

2.18 "Prime Contractor" means the individual firm, partnership, owner operator, or corporation, or combination thereof, including joint ventures, which is an independent business enterprise that has entered into a contract with the Developer to construct the Project.

2.19 "Project" means the District's Offshore Wind and Heavy Lift Terminal, at the Port of Humboldt Bay in Eureka, California, as is more particularly described in Section 3.2 of this Agreement.

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2.20 "Project Labor Coordinator" means an independent third-party individual or entity, with whom the Developer enters into a contract, or a Developer staff member, which helps in facilitating implementation of this Agreement.

2.21 "Council" means the Building and Construction Trades Council of Humboldt and Del Norte Counties ("Council").

2.22 "Union(s)" or "Signatory Unions" means the State Building and Construction Trades Council of California ("State Council"), the Building and Construction Trades Council of Humboldt and Del Norte Counties ("Council"), the signatory Craft Councils and Local Unions signing this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement.

2.23 "Veteran Worker" means any person who has served in the armed forces of the United States as demonstrated by a valid Form DD214.

ARTICLE III: SCOPE OF AGREEMENT

3.1 Parties: This Agreement shall apply and is limited to all Contractors performing construction on the Project, the District and the Unions. Notwithstanding anything in this Agreement to the contrary, where, in this Agreement, rights, duties, or obligations are given to or imposed upon the "Developer", such rights, duties, or obligations shall pass solely to the Developer, as applicable, pursuant to Section 2.4, above. For those construction contracts in which the District is not deemed the Developer pursuant to Section 2.4, above, the District shall not be liable to the Unions, whether jointly, severally, vicariously, or otherwise, under this Agreement to perform any duties or obligations that are imposed upon the Developer under this Agreement.

3.2 Project Defined: This Agreement shall apply and is limited to the demolition, abatement, grading, construction, reconstruction, redevelopment, alteration, installation, and expansion work for the Humboldt Bay Offshore Wind and Heavy Lift Terminal project, consisting of the construction of a new multipurpose terminal, including cut and fill to a phased base elevation of approximately15.5 feet; shoreline structure development associated with the proposed sea level rise fill; infrastructure to support upland tarmac such as lighting, paving, drainage improvements, alternative maritime power vaults, and associated utility lines, poles, conduit, and wires throughout the wharf and tarmac area; reconstruction of inbound and outbound truck access roads, including internal traffic circulation realignment, pavement improvements, street widening, striping, drainage, security fencing, gates, and other truck access and perimeter security improvements; retention of the existing marine railway within the project area; the addition of the new cranes would require infrastructure improvements, such as cable and electrical upgrades for new crane rails (collectively, the "Project Work").

3.2.1 The Developer has the absolute right to combine, consolidate or cancel contracts or portions of contracts identified as part of the Project. It is further understood by the parties that the Developer may at any time, and at its sole discretion, terminate, delay, suspend, remove, modify, or add to any and all portions or segments of the Project, at any time. Should any

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portion of the Project be terminated, delayed, suspended or removed, and subsequently built, such portions of the Project shall remain covered under the terms and conditions of this Agreement.

3.3 Master Labor Agreements:

3.3.1 The provisions of this Agreement, including the MLAs (which are the local collective bargaining agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time and which are incorporated herein by reference and are available for review at the District's office), shall apply to the work covered by this Agreement. It is understood that this is a self-contained, stand alone, Agreement and that by virtue of having become bound to this Project Labor Agreement, neither the Prime Contractor nor the Contractor will be obligated to sign any other local, area, or national agreement; (provided, however, that the Contractor may be required to sign an uniformly applied, non-discriminatory Participation 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 Participation 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 Contractors sign the Participation Agreement with the appropriate Craft Union prior to the Contractor beginning Project Work.

The Project Labor Coordinator and the Council shall, prior to the commencement of work on the Project, agree upon the MLAs to be applicable for work covered by this Agreement.

3.3.2 Where a subject covered by the provisions of this Agreement is also covered by a MLA, the provisions of this Agreement shall prevail except for all work performed under the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and control systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article V (Work Stoppages, Strikes, Sympathy Strikes and Lockouts), Article XII (Grievance and Arbitration Procedure) and Article XIII (Jurisdictional Disputes) of this Agreement, which shall apply to such work. All disputes relating to the interpretation or application of this Agreement shall be subject to resolution by the grievance arbitration procedure set forth in Article XII of this Agreement. Where a subject is covered by the provisions of a MLA and is not covered by this Agreement, the provisions of the MLA shall prevail. Any dispute as to the applicable source between this Agreement and any MLA for determining the wages, hours of working conditions of employees on this Project shall be resolved under the grievance procedures established in this Agreement.

3.4 Exclusions:

3.4.1 The Agreement shall be limited to construction work on the Project, and is not intended to, and shall not apply to any construction work performed at any time prior to the effective date, or after the expiration or termination of the Agreement, or on other District or Developer projects. All work from the award of construction contract(s) to the notice of completion

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of the contract(s) shall be covered by this Agreement. Work before the award of contract and after notice of completion shall not be subject to this Agreement.

3.4.2 The Agreement is not intended to, and shall not, affect or govern the award of contracts by the District or Developer, which are outside the approved scope of the Project.

3.4.3 The Agreement is not intended to, and shall not, affect the operation or maintenance of any facilities whether related to the Project or not.

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

(a) Work performed by non-manual employees of Contractors, including but not limited to: superintendents; supervisors (meanings those individuals that are employed above the level of general foreman); assistant supervisors; staff engineers; time keepers, mail carriers, clerks, office workers, messengers; guards, safety personnel, emergency medical and first aid technicians; and other professional, engineering, administrative, information technology, community relations, public affairs, environmental compliance, supervisory, and management employees.

(b) Work on equipment and machinery owned or controlled and operated by the Developer for work that is not covered by the scope of this Agreement.

(c) All off-site manufacture and handling of materials, equipment or machinery; provided, however, that lay down or storage areas for equipment or material and manufacturing (prefabrication) sites, dedicated solely to the Project or Project Work, and the movement of materials or goods between locations on a Project site are within the scope of this Agreement. Additionally, off-site work, including fabrication, that is traditionally performed by any of the Unions that is directly or indirectly part of the Project, shall be considered within the scope of this Agreement provided such work is covered by a provision of a local Master Labor Agreement or local addendum to a National agreement of the applicable Union(s);

(d) Any work performed on or near or leading to or onto the Project and undertaken by state, county, city or other governmental bodies, or their contractors; or by public or private utilities or their contractors; and/or by the Developer or its contractors (for work which is not part of the Project).

(e) It is recognized that certain equipment and systems of a highly technical and specialized nature will have to be installed at the Project. The nature of the equipment and systems, together with requirements of manufacturer'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 the Owner's and/or manufacturer's personnel. The Unions agree to install such material, equipment and systems without incident, or allow such installation to be performed by the manufacturer's employees or a contractor certified by the manufacturer where the Unions are unable to perform such work or the warranty requires the work to be performed by the employees of the manufacturer or a contractor certified by the manufacturer. If a warranty on the manufacturer's specialty or

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technical equipment or systems purchased by the Developer or Prime Contractor requires that the installation of such specialty or technical equipment or system be performed by the manufacturer's own personnel, then such installation may be performed by the manufacturer's own personnel. If a warranty on the manufacturer's specialty or technical equipment or systems purchased by the Developer or Prime Contractor requires that the installation of such specialty or technical equipment or system be performed by a contractor certified by the manufacturer, and there are no Union signatory contractors certified by the manufacturer to install and/or perform such work, then such installation may be performed by such certified contractor. The Prime Contractor shall notify the Unions at the pre-job conference of the use of this provision and shall provide copies of the written warranty that require that the work be performed by the manufacturer's own personnel, or a contractor certified by the manufacturer, to the affected Union. When the warranty does not require installation by the manufacturer's own personnel or a contractor certified by the manufacturer, the Unions agree to perform and install such work under the supervision and direction of the manufacturer's representative.

(f) Off-site laboratory work for testing.

(g) Non-construction support services contracted by the Developer or Contractor in connection with this Project.

(h) For purposes of this Agreement the Project includes the dredging and site contouring work associated with the eel grass; coastal wetland, and other required environmentally sensitive habitat restoration/mitigation associated with the project but does not include the underwater planting work performed by or under the supervision of biologists.

(i) This project does not include the loading and unloading of any cargo from vessels, including over the newly constructed terminal or any other port facilities. This project also does not include the movement of any cargo from vessels at any port facilities to the cargo's point of rest. This work is customarily completed by and shall remain the sole jurisdiction of members of the International Longshore and Warehouse Union (ILWU), except for work on barges used as construction work platforms and except for the rigging and hoisting of construction materials directly from the barge into the construction process for the Project.

(j) Notwithstanding anything in this Agreement to the contrary, the Contractor shall have the unqualified right to select and hire directly all supervisors above the level of general foreman it considers necessary and desirable without such person being referred by the Union(s). The selection of the foreman and/or general foremen, and the number of foremen required shall be entirely the responsibility of the Contractor.

3.4.5 This Agreement shall not apply to Developer employees or professional consultants working directly for the Developer or to such consultants retained or contracted whose employees do not perform the work of craft employees covered by this Agreement. Notwithstanding the foregoing, it is understood and agreed that Surveyors and Building/Construction Inspectors and Field Soils and Material Testers (Inspectors) are a covered craft under this Agreement. This inclusion applies to the scope of work defined in the State of California Wage Determination for that Craft. This shall also specifically include such work where it is referred to by utilization of such terms as "quality control" or "quality assurance." Every

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Surveyor and Inspector performing under these classifications pursuant to a professional services agreement or a construction contract 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.

3.4.6 The Agreement shall not apply to employees of the Developer, Project Labor Coordinator, design teams (including, but not limited to architects, engineers and master planners), or any other consultants for the Developer (including, but not limited to, project managers and construction managers and their employees not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement.

3.4.7 This Agreement shall not apply to off-site maintenance of equipment or to on-site supervision of such work.

3.4.8 This Agreement shall not apply to work that is immediately necessary to repair a unit or piece of equipment as the result of an emergency, Act of God, or other sudden unexpected events outside of the Developer's or Contractor's control.

3.4.9 Local Business Utilization: Terms of this Agreement shall not apply to contracts for Project Work that have an de minimis estimated value before bidding below two hundred and fifty thousand dollars ($250,000), and that are awarded to Contractors based in the Local Business Area. The aggregate dollar value of all contracts falling under this provision shall not exceed one percent (1%) of the total dollar value of Project Work. The Parties agree any contracts cannot be subdivided for the purpose or effect of coming under the threshold.

ARTICLE IV: EFFECT OF AGREEMENT

4.1 By executing the Agreement, the Unions, Contractors and the Developer agree to be bound by each and all of the provisions of the Agreement.

4.2 The Developer, the Prime Contractor, and Contractors shall have the absolute right to award contracts or subcontracts for Project Work to any contractor notwithstanding the existence or non-existence of any agreements between such contractor and any Union parties hereto, provided only that such contractor is willing, ready and able to execute and comply with this Project Labor Agreement should such contractor be awarded work covered by this Agreement.

4.3 All Contractors 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 Project Labor 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 the 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

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the Letter of Assent as executed by it to the Project Labor Coordinator and to the 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 This Agreement shall only be binding on the signatory Contractors hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any signatory to this Agreement or the Letter of Assent, unless signed by such parent, affiliate, subsidiary, division or venture of such company.

4.5 Nothing contained herein shall be construed to prohibit, restrict, or interfere with the performance of any other operation, work or function awarded to any Contractor before the effective date of this Agreement or which may be performed by the Developer for its own account on the property or in and around the construction site.

4.6 It is understood that the liability of the Developer, the Contractor, the Project Labor Coordinator, and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the Developer, Prime Contractor, Project Labor Coordinator, and any Contractor.

4.7 If terms of state law or funding requirements apply a "skilled and trained workforce" requirements (Public Contract Code sections 2600 et seq.) to the Project, then all Contractors shall comply with such requirements in the performance of all covered work on the Project. The Unions and all Contractors shall utilize the grievance procedures set forth in Article XII of this Agreement to resolve any disputes regarding skilled and trained workforce requirements. To the maximum extent permissible under state law and terms of funding agreements, Contractors' requirement to utilize a skilled and trained workforce shall be monitored and enforced by Unions and Contractors through provisions of this Agreement, rather than through provisions of Public Contract Code sections 2602 and 2603.

ARTICLE V: WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

5.1 No Work Stoppages or Disruptive Activity The Council and the Unions signatory hereto agree that neither the Council nor the Unions, nor their respective officers or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slow-down, picketing, observing picket lines or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or any way related to Project Work, or which interferes with or otherwise disrupts, Project Work, or with respect to or related to the Developer or Contractors or subcontractors, including, but not limited to, economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes and jurisdictional strikes whether or not the underlying dispute is arbitrable. Any such actions by the Council, or Unions, or their members, agents, representatives or the employees they represent shall constitute a violation of this Agreement. If the Council or Unions are notified of offsite work stoppage, strike, picketing or other disruptive activity by the Union that will economically and/or materially affect the completion of the Project, the Union will promptly make good to cease such Project work disruption.

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5.2 No Union shall sanction, aid or abet, encourage or continue any activity in violation of Section 5.1 of this Article 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 violate this Article will be subject to discharge and will not be eligible for rehire under this Agreement for a period of 180 calendar days. The Union shall use its best efforts to obtain immediate compliance with this Article by employees it represents but shall not be held liable for conduct by employees for which it is not responsible.

5.3 Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular Contractor who:

(a) fails to timely pay its weekly payroll; or

(b) fails to make timely payments to the Union's Labor/Management Trust Funds in accordance with the provisions of the applicable MLAs.

Prior to withholding its members' services for the Contractor's failure to meet its weekly payroll, the Union shall give at least five (5) days (unless a lesser period of time is provided in the Union's MLA, but in no event less than forty-eight (48) hours) written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile or email transmission to the involved Contractor, Prime Contractor and Project Labor Coordinator. The Union will meet within a five-day period, after the written notice of such failure to pay was sent, to attempt to resolve the dispute with the applicable Contractor, Prime Contractor and/or the Project Labor Coordinator. Upon the payment of the delinquent Contractor of all monies due and then owing for wages, the Union shall direct its members to return to work and the Contractor shall return all such members back to work.

Prior to withholding its members' services for the Contractor's failure to make timely payments to the Union's Labor/Management Trust Funds, the Union shall give at least thirty (30) days written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile or email transmission to the involved Contractor, the Prime Contractor and Project Labor Coordinator. The Union, Contractor, Prime Contractor and Project Labor Coordinator will meet within ten (10) days following receipt of the written notice to attempt to resolve the dispute. Upon payment by the delinquent Contractor of all monies due and then owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work and the Contractor shall return all such members back to work. Nothing in this section should be construed to prevent the union having jurisdiction over the involved work from submitting a grievance under the procedures of Article XIII for any alleged or actual violations of Article IX or referring the alleged or actual prevailing wage violation to the Project Labor Coordinator and/or State Labor Commissioner for review and enforcement, in accordance with Section 9.3.4 of this Agreement.

5.4 Expiration of MLAs: If the MLA, or any local, regional, and other applicable collective bargaining agreements expire during the term of the Project, the Union(s) agree that

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there shall be no work disruption of any kind as described in Section 5.1 above as a result of the expiration of any such agreement(s) having application on the Project and/or failure of the involved Parties to that agreement to reach a new contract. Terms and conditions of employment established and set for purposes of prevailing wage requirements under this Agreement at the time of bid shall remain established and set. Otherwise to the extent that such agreement does expire and the Parties to that agreement have failed to reach concurrence on a new contract, work will continue on the Project on one of the following two (2) options, both of which will be offered by the Unions involved to the Contractors affected:

5.4.1 Each of the Unions 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 Unions involved in such expiring contract may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the Union's interim agreement offered to Contractors will be no less favorable than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in the Local Impact Area.

5.4.2. Each of the Unions 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 Contractor affected by that expiring contract agrees to the following retroactivity provisions: if a new MLA, local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed within six months of the MLA expiration date and if such new labor agreement provides for retroactive wage increases, then each affected Contractor shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new labor agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. All Parties agree that such affected Contractors shall be solely responsible for any retroactive payment to its employees and that neither the Project, nor the Developer, nor the Board's designee, nor any other Contractor has any obligation, responsibility or liability whatsoever for any such retroactive payments or collection of any such retroactive payments, from any such Contractor.

5.4.3 Some Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph 5.4.1 and other Contractors may elect to continue to work on the Project under the retroactivity option offered under paragraph 5.4.2. To decide between the two options, Contractors will be given one week after the applicable MLA has expired or one week after the Union has personally delivered to the Contractors in writing its specific offer of terms of the interim agreement pursuant to paragraph 5.4.1 whichever is the later date. If the Contractor fails to timely select one of the two options, the Contractor shall be deemed to have selected the retroactivity option offered under paragraph 5.4.2.

5.5 Expedited Arbitration will be utilized for all work stoppages and lockouts. Any party, including the Developer, Prime Contractor and Project Labor Coordinator, whom the parties

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agree are parties in interest for purposes of this Article, may institute the following procedure, in lieu of or in addition to any other contractual procedure or any action at law or equity, when a breach or violation of this Article V is alleged to have occurred:

5.5.1 If the Contractor contends that any Union has violated this Article, it will serve written notification upon the Business Manager of the Union(s) involved, advising him of the fact, with copies of such notice to the Prime Contractor, the Project Labor Coordinator and the Council. The Business Manager will immediately instruct, order and use the best efforts of his office to cause any violation of this Article to cease.

5.5.2 If the Union contends that any Contractor has violated this Article, it will notify the Contractor, Prime Contractor, and Project Labor Coordinator, setting forth the facts which the Union contends violates this Article, at least twenty-four (24) hours prior to invoking the procedures set forth in Section 5.5. It is agreed by the parties that the term "lockout" for purposes of this Agreement does not include discharge, termination or layoff of employees by the Contractor in the normal course of its business, nor does it include the Contractor's decision to terminate or suspend work on the Project or any portion thereof for operational or special circumstances.

5.5.3 The party invoking this procedure shall notify the permanent arbitrator next in sequence from the following list:

1. John Kagel
2. Catherine Harris
3. Andrea Dooley
4. Thomas Pagan
5. Carol Vendrillo

The Parties agree these shall be the five permanent Arbitrators under this procedure. In the event that none of the five permanent Arbitrators are available for a hearing within 24 hours, the party invoking the procedure shall have the option of delaying until one of the five permanent Arbitrators is available or of asking the permanent Arbitrator that would normally hear the matter to designate an arbitrator to sit as a substitute Arbitrator for this dispute. If any of the permanent Arbitrators ask to be relieved from their status as a permanent Arbitrator, the Parties shall mutually select a new permanent Arbitrator from the following list of arbitrators:

1. Sara Adler
2. Chris David Ruiz Cameron
3. Najeeb Khoury

Selection shall be made by each party alternately striking from the foregoing list until one name remains who shall be the replacement permanent Arbitrator. Expenses incurred in arbitration shall be borne equally by the Union and the Contractor 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. Notice to the Arbitrator shall be by the most expeditious means available, including by hand

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delivery, overnight mail, facsimile, or email to the party alleged to be in violation and to the Council and involved Union if a Union is alleged to be in violation and will be deemed effective upon receipt.

5.5.4 Upon receipt of notice, the Arbitrator shall convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

5.5.5 The Arbitrator, with the assistance of the Project Labor Coordinator, if necessary, shall notify the Parties by telephone and by facsimile or email of the place and time for the hearing. Notice shall be given to the individual Contractors and Unions alleged to be involved; however, notice to the Council shall be sufficient to constitute notice to the Unions for purposes of the arbitration being heard by the Arbitrator. The hearing shall be completed in one session, which, with appropriate recesses at the Arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all Parties. A failure of any party to attend a hearing shall not delay the hearing of evidence or the issuance of any decision by the Arbitrator.

5.5.6 The sole issue at the hearing shall be whether or not a violation of Section 5.1 or 5.2 has in fact occurred. The Arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation. The decision shall be issued within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written 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 other appropriate relief and such decision shall be served on all Parties by hand or registered mail upon issuance. If the arbitrator determines that a work stoppage has occurred, the respondent Unions(s) shall, within eight (8) hours of receipt of the award, direct all the employees they represent on the project to immediately return to work. If the craft(s) involved does not return to work by the beginning of the next regularly scheduled shift following such eight (8) hour period after receipt of the arbitrator's award, and the respondent Union(s) have not complied with their obligation to immediately instruct, order, and use their best efforts to cause a cessation of the violation and return of the employees they represent to work, then the respondent Union(s) shall each pay a sum as liquidated damages to the Developer, and each shall pay an additional sum per shift for each shift thereafter on which the craft(s) has not returned to work. Similarly, if the arbitrator determines that a lock-out has occurred, the respondent Contractor(s) shall, within eight (8) hours of receipt of the award, return all the affected employees to work on the Project, or otherwise correct the violation as found by the arbitrator. If the respondent Contractor(s) do not take such action by the beginning of the next regularly scheduled shift following the eight (8) hour period, each respondent Contractor shall pay a sum as liquidated damages to the affected Union(s) (to be apportioned among the affected employees and the benefit funds to which contributions are made on their behalf, as appropriate and designated by the Arbitrator) and each shall pay an additional sum per shift for each shift thereafter in which compliance by the respondent Contractor(s) has not been completed. The Arbitrator shall retain jurisdiction to determine compliance with this Section and to establish the appropriate sum of liquidated damages, which shall not be less than five thousand dollars ($5,000) per shift, nor more than twenty thousand dollars ($20,000) per shift.

5.5.7 Such decision shall be final and binding on the parties to the dispute and

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may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's decision as issued under Section 5.5.6, 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 delivered by registered mail.

5.5.8 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.

5.5.9 The fees and expenses incurred in arbitration shall be divided equally by the arbitration's initiating and responding parties.

5.5.10 The procedures contained in Section 5.5 shall be applicable to alleged violations of Article V to the extent any conduct described in Section 5.1 or 5.2 occurs on the Project. Procedures contained in Article XII shall not be applicable to any alleged violation of this Article, with the single exception that any employee discharged for violation of Section 5.1 or 5.2 may resort to the grievance procedures of Article XII to determine only whether or not the employee was, in fact, engaged in that violation. 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 Article V, shall be resolved under the applicable grievance adjudication procedures.

ARTICLE VI: NO DISCRIMINATION

6.1 The Contractors and Unions agree not to engage in any form of unlawful discrimination on the ground of, or because of, race, religion, national origin, sex, sexual orientation, age, physical handicap, marital status, medical condition, political affiliation, or membership in a labor organization in hiring and dispatching workers for the Project.

6.2 Any employee covered by this Agreement who believes they have been unlawfully discriminated against, in violation of section 6.1 above, shall be referred to the appropriate state and/or federal agency for the resolution of such dispute.

ARTICLE VII: UNION SECURITY

7.1 The Contractors recognize the Unions as the sole and exclusive collective bargaining representative for all employees covered by this Agreement that are engaged in Project Work. The Parties acknowledge that the collective bargaining relationship established between any Contractor and Union is a "pre-hire" relationship permitted by Section 8(f) of the National Labor Relations Act, except that this provision does not change any pre-existing Section 9(a) collective bargaining relationship that exists between any Contractor and Union parties to this Agreement.

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7.2 Employees are not required to become or remain union members or pay dues or fees as a condition of performing Project Work under this Agreement. Employers shall make and transmit all deductions for union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable MLA. Nothing in this Section 7.2 is intended to supersede independent requirements of applicable MLA as to those Employers otherwise signatory to such MLA and as to the employees of those Employers who are performing Project Work.

ARTICLE VIII: REFERRAL

8.1 The Union(s) shall be the primary source of all craft labor working within their respective jurisdictions on the Project.

8.2 The Contractor shall have the right to determine the competency of all employees, the number of employees required and shall have the sole responsibility for selecting employees to be laid off, which shall not be in conflict with this Agreement or the applicable Master Labor Agreements.

8.3 For Unions now having a job referral system in their Master Labor Agreement, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as it may be modified by this Article. Such job referral systems will be operated in a non-discriminatory manner and in full compliance with federal, state, and local laws and regulations, which require equal employment opportunities and non-discrimination, and referrals shall not be affected by obligations of union membership or the lack thereof.

8.3.1 The Contractor may reject any referral for any lawful nondiscriminatory reason, provided the Contractor complies with any reporting pay requirements under the California prevailing wage law; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this Agreement.

8.4 In the event that Unions are unable to fill any request for employees within forty-eight (48) hours after such written request is made by the Contractor (Saturdays, Sundays, and holidays excepted), the Contractor may employ applicants from any other available source. The Contractor shall refer the applicant to the Union for registration and dispatch to the Project prior to the commencement of work on the Project by such applicant.

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

8.6 The parties recognize the Developer's interest in promoting competition by allowing Contractors that may not have previously had a relationship with the Unions signatory to this Agreement to participate in this Project. To ensure that such Contractors will have an opportunity to employ their "core" employees on this Project, the parties agree that the core work force is comprised of those employees: whose names appeared on the Contractor's active payroll for sixty (60) of the one hundred (100) working days immediately before award of Project Work

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to the Contractor; who possess any license required by state or federal law for the Project Work to be performed; have worked at least two thousand (2,000) hours in the specific construction craft classification during the immediate two (2) years prior to the award of Project Work to the Contractor; and, who have the ability to safely perform the basic functions of the applicable trade.

8.6.1 The Union will refer to such Contractor first a core employee, as described above, then an employee through a referral from the appropriate Union hiring hall out-of-work list for the affected trade or craft, then a second core employee, then a second employee through the referral system, and so on until such Contractor's crew requirements are met or until such Contractor has hired a maximum of five (5) core employees in its workforce or, for Contractors, which qualify as a Local Small Business, has hired a maximum of seven (7) core employees in its workforce. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the Contractor's work the ratio shall be maintained and when the Contractor's workforce is reduced, employees shall be reduced in the same ratio of core employees to hiring hall as was applied in the initial hiring. Any supervisors authorized under Section 3.4.4(k) shall not count towards the number of core employees. This provision does not apply to contractors which are directly signatory to one or more of the Master Labor Agreements and is not intended to limit the transfer provisions of the Master Labor Agreement of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their core employees and any other persons employed other than through the referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment at a project site.

8.6.2 Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of its core employees to the Project Labor Coordinator and the Council. Failure to do so will prohibit the Contractor from using any core employees. Upon request by any Party to this Agreement, the Contractor hiring any core employee shall provide satisfactory proof (i.e., payroll records, quarterly tax records, and such other documentation) evidencing the core employee's qualification as a core employee to the Project Labor Coordinator and the Council.

8.7 In recognition of the fact that the communities surrounding the Project will be impacted by the construction of the Project Work, and to ensure the project creates a positive economic impact in the surrounding area and to disadvantaged communities, 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 Targeted Workers, to fulfill the requirements of the Employers. Each Contractor will exert their best efforts to ensure that, in each construction craft for which it employs workers, at least 20% of Project Work hours shall be performed by Targeted Workers. To that end, the Unions agree to conduct, in good faith, ongoing outreach to Targeted Workers and the communities within which Targeted Workers reside to maximize the number of Targeted Works on the Unions referral lists.

8.8 To facilitate the dispatch of Targeted Workers, all Contractors will be required to utilize the Craft Request Form whenever they are requesting the referral of any employee from a Union referral list for the Project, a sample of which is attached as Attachment "C." When Targeted

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Workers are requested by the Contractors, the Unions will refer such workers regardless of their place in the Unions' hiring halls' list and normal referral procedures. The Unions will dispatch workers in the following order: (1) workers enrolled as a tribal member or a spouse of an enrolled tribal member of a federally recognized Tribe within the Local Impact Area or within Del Norte County; (2) residents on the Samoa Peninsula from the Mad River Slough to the North Jetty; (3) Veteran Workers; (4) commercial fisherman; (5) those who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program who reside in Humboldt and Del Norte Counties; (6) any worker domiciled in the Humboldt County; (7) graduates of Humboldt County local High Schools, College of the Redwoods, and Cal Poly Humboldt; and (8) any workers needed to meet targeted employment requirements pursuant to the Project's funding sources. The Project Labor Coordinator shall be copied on all Craft Request Forms at the time of the request for dispatch and will monitor compliance with the referral process.

8.9 The Contractors and the Unions wish 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 will use best efforts to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as resources for preliminary orientation, assessment of construction aptitude, referral to joint labor-management apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties.

8.10 The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of Veterans interested in working on the Project and of joint labor-management apprenticeship and employment opportunities for the Project and to conduct reasonable outreach, in good faith, to ensure Veterans know about Project employment opportunities. To the extent permitted by law, the Unions will give credit to such Veterans for bona fide, provable past experience. Contractors shall track the hiring and retention of Veteran Workers hired for the Project. Contractors shall collect the tracking information from all sources and shall submit bi-annual reports to the Developer and the Council.

ARTICLE IX: WAGES AND BENEFITS

9.1 Wages. 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 compliance with the applicable prevailing wage rate determination established pursuant to applicable law. If a prevailing rate increases under law, the Contractor shall pay that rate as of its effective date under the law. Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the MLAs are required to pay all of the wages set forth in those MLAs without reference to the forgoing.

9.3 Benefits.

9.3.1 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; however, such contributions shall

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not exceed the contribution amounts set forth in the applicable prevailing wage determination. Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the MLA are required to make all contributions set forth in those MLA without reference to the foregoing. Bona fide jointly trusteed benefit plans or authorized employee deduction programs established or negotiated under the applicable MLA or by the Parties to this Agreement during the life of this Agreement may be added.

9.3.2 The Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the Parties to such trust funds to appoint trustees and successors' trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

9.3.3 Contractors of whatever tier shall make regular and timely contributions required by Section 9.3.1 of this Article in amounts and on the time schedule set forth in the appropriate MLA. Delinquency in the payment of contributions is a breach of this Agreement. If a Contractor is delinquent with paying contributions in violation of the MLA, the Union or the Trust Fund shall provide notification to Project Labor Coordinator after efforts by the Union or the Fund to resolve the delinquency have been exhausted with the delinquent Contractor, and provide documentary evidence of the delinquency endorsed by the Fund. Upon such notification, the Project Labor Coordinator will attempt to resolve the delinquency among the Contractor, the Union and the Fund. If the delinquency is not resolved within ten (10) days thereafter, the Prime Contractor, in the case of a delinquent subcontractor, shall withhold an amount to cover the delinquency from any retained funds otherwise due and owing to the subcontractor and shall not release such withholding until the subcontractor is in compliance, provided, however, that if the delinquent amount is undisputed in whole or in part between the Fund and the delinquent subcontractor, the Prime Contractor shall issue a joint check payable to the Fund and the subcontractor in the amount of the undisputed delinquency. In the case of a delinquent Prime Contractor or any Contractor, the Project Labor Coordinator shall notify the Developer of the delinquency and request the Developer to withhold, in an appropriate amount, any funds due and owing to the Prime Contractor. Pursuant to the announced commitment of the Developer, the Prime Contractor shall be subject to withholding of retained amounts which may only be released upon the Contractor's resolution of the delinquency as evidenced by a written statement endorsed by the Fund. Where there is no dispute as to the amount of the delinquency, retained amounts may be released by a joint check payable to the Prime Contractor and the Fund in the amount of any undisputed delinquency. All Contractors must certify to the Project Labor Coordinator that all benefit contributions due as required by this Agreement have been paid prior to the release of payment from the Developer.

9.3.4 The Project Labor Coordinator shall monitor the compliance of all Contractors with all Federal and state prevailing wage laws and regulations. All complaints regarding potential prevailing wage violations may be referred to the Project Labor Coordinator for processing, investigation and resolution, and if not resolved within 30 days of taking cognizance of the potential violation or complaint, the matter may be referred to the State Labor Commissioner by any party.

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ARTICLE X: COMPLIANCE

10.1 All Contractors, Unions, and employees shall comply with all applicable federal and state laws, ordinances, and regulations, including, but not limited to, those relating to safety and health, employment, and applications for employment. All employees shall comply with the safety regulations established by the Developer or the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

ARTICLE XI: LABOR MANAGEMENT COOPERATION

11.1 The parties to this Agreement may establish a Joint Administrative Committee ("JAC") to monitor compliance with the terms and conditions of the Project and the Agreement. This Committee shall be comprised of the Project Labor Coordinator, and one (1) representatives selected by the District, one (1) representative selected by Developer, and three (3) representatives of the signatory Unions, to be selected by the Council. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement.

11.2 The JAC shall meet as required to review the implementation of the Agreement and the progress of the Project and to attempt to reach solutions to problems and differences. Decisions of the JAC must be unanimously adopted in writing to become effective.

11.3 The JAC shall not review or discuss substantive grievances or disputes arising under Article V (Work Stoppages, Strikes, Sympathy Strikes and Lockouts), Article XIII (Jurisdictional Disputes) or Article XII (Grievance Arbitration Procedure). Such grievances shall be processed pursuant to the provisions of those respective Articles.

ARTICLE XII: GRIEVANCE ARBITRATION PROCEDURE

12.1 The Parties hereby agree that all grievances and disputes that may arise concerning the application or the interpretation of the terms of this Agreement, other than disputes arising from conduct described in Article V (Work Stoppages, Strikes, Sympathy Strikes and Lockouts), and Article XIII (Jurisdictional Disputes), shall be handled in accordance with the following procedures.

12.2 Grievances and disputes shall be settled according to the following procedures:

Step 1: The business representative of the Union involved shall first attempt to settle the matter by oral discussion with the particular Contractor's project superintendent no later than five (5) working days after the Union submitting the grievance first became aware of, or by the use of reasonable diligence should have been aware of, 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, within five (5) working days after the oral discussion with the superintendent and the business representative of the Union involved, the written grievance shall be given to the Contractor involved and submitted to the Project Labor

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Coordinator for processing. The business manager of the involved Union or his designee shall meet with the involved Contractor and the Project Labor Coordinator within ten (10) working days after the written grievance was submitted to the Project Labor Coordinator. If the grievance remains unresolved, then the Union may, within ten (10) calendar days after meeting with the Contractor, by written notice to the Contractor and Project Labor Coordinator, submit the grievance to arbitration in accordance with the provisions as set forth below.

Step 3: After notice by any party of intent to submit a grievance to arbitration, the Project Labor Coordinator, in order, will select an Arbitrator listed under the Expedited Arbitration provisions of Article V, Section 5.5.3 of this Agreement. The decision of the Arbitrator shall be binding on the parties, provided, however, that the Arbitrator shall not have the authority to alter, amend, add to or delete from the provisions of this Agreement in any way. A failure of any party to attend said hearing shall not delay the hearing of evidence or the issuance of any decision by the Arbitrator. Should any party seek judicial enforcement of the Award made by the Arbitrator, the prevailing party shall be entitled to receive its attorney's fees and costs.

12.3 Failure by either party to adhere to the time limits herein for meeting, discussing, or responding shall constitute a negative response and advance the grievance to the next step in the grievance procedure. Failure of the grieving party to raise, file, or appeal a grievance within the time provided shall render the grievance null and void.

12.4 Grievances, which are settled directly by the Parties to such grievance, shall not be precedent setting. The costs of the arbitrator shall be borne equally between the grieving Union and the affected Contractor.

12.5 Project Labor Coordinator shall be notified by the grieving party of all actions at Steps 2 and 3 and shall, upon its request, be permitted to participate fully in all proceedings at these steps. The Project Labor Coordinator shall be responsible for assisting the parties to the grievance with scheduling, meeting locations and facilitating resolution to the grievance. However, the Project Labor Coordinator is not responsible for ensuring the grievance time limits set forth above are adhered to.

ARTICLE XIII: JURISDICTIONAL DISPUTES / PRE-JOB CONFERENCE

13.1 The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor plan.

13.2 All Jurisdictional disputes on this Project, between or among Building and Construction Trades 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 Contractors and Unions.

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13.3 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, 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.

13.4 No Work Disruption Over Jurisdiction. All Jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, disruption, or slowdown of any nature and the Contractor's assignments shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

13.5 Pre-Job Conference. Each Contractor will conduct a pre-job conference with the Unions not later than fourteen (14) calendar days 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. The Council, the Project Labor Coordinator, and the Developer shall be advised in advance of all such conferences and may participate if they wish. All work assignments shall be disclosed by the Prime Contractor and all Contractors at a pre-job conference. Should there be Project Work that was not previously discussed at the pre-job conference, or additional project work be added, the contractors performing such work will conduct a separate pre-job conference for such newly included work. Any Union in disagreement with the proposed assignment shall notify the Contractor of its position in writing, with a copy to Project Labor Coordinator, within seven (7) calendar days thereafter. Within seven (7) calendar days after the period allowed for Union notices of disagreement with the Contractor's proposed assignments, but prior to the commencement of any work, the Contractor shall make final assignments in writing with copies to the Council and to the Project Labor Coordinator.

ARTICLE XIV: MANAGEMENT RIGHTS

14.1 The Contractor retains the full and exclusive authority for the management of its operations, as set forth in this Article, which shall not be in conflict with this Agreement or the MLAs. 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. The Contractor may utilize any methods or techniques of construction.

14.1.1 The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth. The Contractor, therefore, retains all legal rights not specifically covered by this Agreement or the MLAs.

14.2 There shall be no limitation or restriction by a signatory Union upon a Contractor's choice of materials or design, nor, upon the full use and utilization of equipment, machinery,

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packaging, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials, tools, or other labor saving devices. The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work.

14.3 The use of new technology, equipment, machinery, tools and/or labor-saving devices and methods of performing work may be initiated by the Contractor from time-to-time during the Project. The Union agrees that it will not in any way restrict the implementation of such new devices or work methods. If there is any disagreement between the Contractor and the Union concerning the manner or implementation of such device or method of work, the implementation shall proceed as directed by the Contractor, and the Union shall have the right to grieve and/or arbitrate the dispute as set forth in Article XII of this Agreement.

14.4 The Contractor shall determine the number of employees required to perform the specific work activity, including the manning requirements and operation of equipment and vehicles in accordance with the prevailing wage laws. The Contractor may also require operators and drivers to be moved from one piece of equipment or vehicle to another, as job conditions require. The Contractor will in turn recognize the appropriate rate of pay for employees who are required to operate multiple equipment pieces or vehicles during the same workday.

14.5 The Contractor shall assign work in accordance with Article XIII. It is understood that the Contractor may use composite crews for certain work activities to achieve efficient production. The make-up of these composite crews shall reflect the percent of work traditionally done by each craft. When such circumstances exist, the Contractor shall, at a pre-job conference prior to implementation, discuss the work involved and the make-up of the crews. In the performance of the work, all employees will perform the work they are assigned.

14.6 In addition to the Developer's following rights, and other rights set forth in this Agreement, the Developer expressly reserves its management rights and all the rights conferred on it by law. The Developer's rights include, but are not limited to:

14.6.1 Inspect the Project to ensure that the Contractor follows applicable safety and other work requirements.

14.6.2 Require contractors to establish a different work week or shift schedule for particular employees as needed, to meet the operational needs of the Project.

ARTICLE XV: APPRENTICES

15.1 Importance of Training. 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 District, and the opportunities to provide continuing work under the construction program. To these ends, the Parties will facilitate, encourage, and assist Local Residents within the Local Impact Area with priority outreach to 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 District, Developer, Contractors, the Project Labor Coordinator, other District consultants, and the Council, will work

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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 Unions. The Project Labor Agreement Coordinator will work with the Unions and Contractors to partner and cooperate with apprenticeship readiness programs utilizing the Council's Multi-Craft Core Curriculum (MC3). The unions agree to give preferential entry to their affiliated State-approved joint labor-management apprenticeship programs for successful graduates of MC3 apprenticeship readiness programs approved by the Council.

15.2 Use of Apprentices

15.2.1 Apprentices used on Projects under this Agreement shall, to the extent permitted by law, be registered in Joint Labor Management Apprenticeship Programs approved by the State of California. 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, unless an exemption has been approved by the Division of Apprenticeship Standards. The Parties agree to a goal that apprentices will perform a minimum of twenty (20%) of total craft work hours consistent with Labor Code section 1777.5, as amended.

The Parties agree that available, capable, qualified, and willing Targeted Workers are prioritized for placement as New Hire Apprentices. The Parties Agree that twenty-five percent (25%) of all apprentice hours shall be performed by Targeted Workers, if available.

15.2.2 The Unions agree to cooperate with the Contractor 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, unless an exemption has been approved by the Division of Apprenticeship Standards. The Developer shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers, the Project Labor Coordinator will work with the Council to assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.

15.2.3 The Parties agree that apprentices will not be dispatched to Contractors 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 is participating.

15.2.4 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 Contractor shall provide adequate proof evidencing the worker's qualification as a journeyman to the Project Labor Coordinator and the Council.

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ARTICLE XVI: SAFETY, PROTECTION OF PERSON AND PROPERTY

16.1 It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the Developer, the state and the Contractor. It is understood that the employees have an individual obligation to use diligent care to perform their work in safe manner and to protect themselves and the property of the Contractor and the Developer.

16.2 Employees shall be bound by the safety, security and visitor rules established by the Contractor and the Developer. These rules will be published and posted in conspicuous places throughout the work site. An employee's failure to satisfy his obligations under this Section will subject him to discipline, including discharge.

16.3 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms while performing work on the Project site are prohibited. Accordingly, the parties agree that all Employers will utilize the Humboldt Bay Harbor and Conservation District Approved Drug and Alcohol Testing Policy, a copy of which is attached hereto as Attachment "B" for all employees on the Project for all Employers. All Unions agree to comply with the requirements of the program subject to the grievance procedure contained in this Agreement.

ARTICLE XVII: SAVINGS CLAUSE

17.1 The Parties agree that in the event any article, provision, clause, sentence or work of the Agreement is determined to be illegal or void as being in contravention of any applicable law by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The Parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void by a court of competent jurisdiction, the Parties shall substitute, by mutual agreement, in its place and stead, an article, provision, sentence or work which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

17.2 The Parties also agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the Parties is defeated, then the entire Agreement shall be null and void.

17.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the Developer from complying with all or part of its provisions and the Developer accordingly determines that the Agreement will not be required as part of an award to a Contractor, the Unions will no longer be bound by the provisions of Article V to the extent that such Contractor is no longer bound. The Unions and their members shall remain bound to Article V with respect to all other Contractors who remain bound to this Agreement, and no action taken by the Unions or their members shall disrupt the work of such Contractors.

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ARTICLE XVIII: UNION ACCESS AND STEWARDS

18.1 Access to Project Sites. Authorized representatives of the Unions shall have access to Project Work, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with visitor, security, environmental, and safety rules. It is understood that because of heightened safety and security aspects of the Project, visitors may be limited to certain times, or areas, or to being accompanied at all times while on the Project site.

18.2 Stewards.

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

18.2.2 In addition to his/her work as an employee, the steward should have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's Contractor and not with the employees of any other Contractor. A Contractor will not discriminate against the steward in the proper performance of his/her Union duties.

18.2.3 When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request, and the Union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

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

18.3 Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable MLA, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor.

ARTICLE XIX: TERM

This Agreement shall be effective on _____ and shall terminate upon the Developer's acceptance of all Project work performed under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year written below.

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THE UNION OFFICIALS signing this Agreement warrant and represent that they are authorized to collectively bargain on behalf of the organizations whom they represent and the members of such organizations.

Dated: _____, 20___

Humboldt Bay Harbor and Conservation District

By: _____

Print Name: _____

Print Title: _____

Dated: _____, 20___

Building and Construction Trades Council of Humboldt and Del Norte Counties

By: _____

Print Name: _____

Print Title: _____

Dated: 9/21/2023, 20___

State Building and Construction Trades Council of California

DocuSigned by:

By: Chris Hannan

722DBD9E4CE94B0...

Print Name: Chris Hannan

Print Title: President

BUILDING AND CONSTRUCTION TRADES COUNCIL
OF HUMBOLDT AND DEL NORTE COUNTIES
CRAFT UNIONS AND DISTRICT COUNCILS

International Heat & Frost Insulators & Asbestos Workers Local # 16	DocuSigned by: [signature] 6C910C1A0D294D5...
International Brotherhood of Boilermakers Local # 549	DocuSigned by: Randy Thomas C23CEC6C30BC44A...
Bricklayers, Tilesetters & Allied Craftworkers Local #3	DocuSigned by: Mr. Troy Garland 006754EC3DC0460...
International Union of Painters & Allied Trades District Council #16	DocuSigned by: Robert Williams III 0D9AD26FD7DF4CE...
International Union of Elevator Constructors Local # 8	DocuSigned by: Matt Russo B9EDEF97DCC4462...
International Brotherhood of Electrical Workers Local # 551	DocuSigned by: John McEntagart 4FAE9626B00A491...
Ironworkers Local # 377	DocuSigned by: Mr. Charlie Hernandez 613FCE650BCD41F...
Northern California District Council of Laborers for itself & its affiliated Local Unions	DocuSigned by: Mr. Oscar De La Torre 649DFAD7D376437...
International Union of Operating Engineers Local # 3	DocuSigned by: Dan Kelling [illegible]456...
Plasterers & Cement Masons Local # 300	DocuSigned by: [signature] 49224BA5FB594E7...
Sheet Metal Air Rail Transportation Workers Local # 104	DocuSigned by: Rick Werner 73EA33F8D61046A...
International Brotherhood of Teamsters Local # 13	DocuSigned by: Mr. Russ Butler 7CA7BF5DA9984F4...
UA Plumbers, Steamfitters, HVAC/R & Marine Fitters Local # 290	DocuSigned by: [signature] D50C1C5E6BA144C...
UA Underground Utility & Landscape Irrigation Local # 355	DocuSigned by: Felipe Hernandez R [illegible]440D...
UA Sprinklerfitters Local # 669	DocuSigned by: [signature] 619F82B59D3F4DF...
Northern California Carpenters Regional Council on behalf of itself and its affiliated Local Unions	DocuSigned by: Mr. Jay Bradshaw 3073CE6EF03E4FE...

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ATTACHMENT A

COMPANY LETTERHEAD

_____

_____

SUBJECT: LETTER OF ASSENT
Humboldt Bay Harbor, Recreation, and Conservation District

Dear Mr./Ms. _____:

This is to certify that the undersigned Contractor/Employer has examined a copy of the Project Labor Agreement for the Humboldt Bay Harbor, Recreation, and Conservation District entered into by and between the District and the signatory Unions dated _____. The undersigned Contractor/Employer hereby agrees to be a party to and to comply with all of the terms and conditions of the aforementioned Project Labor Agreement 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 to and bound by this Agreement shall extend to all work covered by the Agreement undertaken by this Company on the Project, and this Contractor/Employer shall require all its subcontractors, of whatever tier, to become similarly bound for all work within the scope of this Agreement by signing an identical Letter of Assent.

This Letter of Assent shall become effective and binding upon the undersigned Contractor/Employer the _____ day of _____ and shall remain in full force and effect until this company has completed all of its work to be performed on the Project.

Sincerely,

(Name of Construction Company)

By:_____
(Name and Title of Authorized Executive)

_____

(Contractor's State License No.: _____

Project Name: _____

cc: Building and Construction Trades Council
of Humboldt and Del Norte Counties

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ATTACHMENT B
HUMBOLDT BAY HARBOR AND CONSERVATION DISTRICT
APPROVED
DRUG AND ALCOHOL TESTING POLICY

(rev. December 2019)

The Parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the workplace and to maintain a drug and alcohol-free work environment, individual Employers may require applicants or employees to undergo drug and alcohol testing.

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession or consuming alcohol is absolutely prohibited while employees are on the Employer's job premises or while working on any jobsite in connection with work performed under the Project Labor Agreement ("PLA").

2. No Employer may implement a drug testing program which does not conform in all respects to the provisions of this Policy.

3. No Employer may implement drug testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Supervisor. Said notice shall be addressed to the office of each Union signing the PLA. Said notice shall be sent by email or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Employer a violation of the PLA, and the Employer may not implement any form of drug testing at such jobsite for the following six months.

4. An Employer who elects to implement drug testing pursuant to this Agreement shall require all employees on the Project to be tested. With respect to individuals who become employed on the Project subsequent to the proper implementation of a valid drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of a valid drug testing program may only be subjected to testing for the reasons set forth in paragraphs 5(g)(l) through 5(g)(3) and paragraphs 6(a) through 6(e) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

5. The following procedure shall apply to all drug testing:

a. The Employer may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the

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Employer shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. An employer may request an applicant to perform an alcohol breathalyzer test, at a certified laboratory only and cutoff levels shall be those mandated by applicable state or federal law.

c. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Employer and the Union.

d. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by SAMHSA. Should these SAMHSA levels be changed during the course of this Agreement or new testing procedures are approved, then these new regulations will be deemed as part of this existing Agreement. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

e. In the event of a confirmed positive test result the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Employer between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results the Employer may require a third test.

f. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the project.

g. No individual who tests negative for drugs pursuant to the above procedure and becomes employed on the project shall again be subjected to drug testing with the following exceptions:

1. Employees who are involved in industrial accidents resulting in damage to plant, property or equipment or injury to him/her or others may be tested for drug or alcohol pursuant to the procedures stated hereinabove.

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2. The Employer may test employees following thirty (30) days advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be as set forth in paragraph 3 above and such testing shall be pursuant to the procedures stated hereinabove.

3. The Employer may test an employee where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (i.e., slurred speech, unusual lack of muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom shall be a supervisor who has been trained to recognize the symptoms of drug abuse or impairment and the other of whom shall be the Job Steward. If the Job Steward is unavailable or there is no Job Steward on the project the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Employer's payroll.

h. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The Employers will be allowed to conduct periodic jobsite drug testing on the Project under the following conditions:

a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;

b. Jobsite testing cannot commence sooner than fifteen (15) days after start of the work on the project;

c. Prior to start of periodic testing, a Business Representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

d. Testing shall be conducted by a SAMHSA certified laboratory, pursuant to the provisions set forth in paragraph 5 hereinabove.

e. Only two (2) periodic tests may be performed in a twelve (12) month period.

1.

7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Employer to remove the employee from the jobsite.

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8. Any grievance or dispute which may arise out of the application of this Agreement shall be subject to the grievance and arbitration procedures set forth in the PLA.

9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule or regulation. Should any part of this Agreement be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the Agreement shall be unaffected, and the parties shall enter negotiations to replace the affected provision.

10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she shall be reinstated.

11. The Employer agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Employer representatives andthe applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

12. The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Agreement and/or any program permitted hereunder.

13. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs will be subject to all Employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

14. The parties agree to develop and implement a drug abuse prevention and testing program for all apprentices entering the industry.

15. This Memorandum of Understanding shall constitute the only Agreement in effect between the parties concerning drug and alcohol abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the parties.

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APPENDIX A: SPECIMEN REPORTING CRITERIA

Initial Test Analyte	Initial Test Cutoff [1]	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites (THCA)[2]	50 ng/ml [3]	THCA	15 ng/ml
Cocaine metabolite (Benzoylecgonine)	150ng/ml[3]	Benzoylecgonine	100 ng/ml
Codeine/ Morphine	2000 ng/ml	Codeine Morphine	2000 ng/ml 2000 ng/ml
Hydrocodone/ Hydromorphone	300 ng/ml	Hydrocodone Hydromorphone	100 ng/ml 100 ng/ml
Alcohol	0.02%	Ethanol	0.02%
Oxycodone/ Oxymorphone	100 ng/ml	Oxycodone Oxymorphone	100 ng/ml 100 ng/ml
6-Acetylmorphine	10 ng/ml	6-Acetylmorphine	10 ng/ml
Phencyclidine	25 ng/ml	Phencyclidine	25 ng/ml
Amphetamine/ Methamphetamine	500 ng/ml	Amphetamine Methamphetamine	250ng/ml 250 ng/ml

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[1] For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):

Immunoassay: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.

Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

[2] An immunoassay must be calibrated with the target analyte, 9-tetrahydrocannabinoJ-9- carboxylic acid (THCA).

[3] **Alternate technology (THCA and benzoylecgonine):** The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analyte (i.e., 15 ng/ml for THCA, 100 ng/ ml for benzoylecgonine).

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MDMA[4]/MDA[5]	500 ng/ml	MDMA MDA	250ng/ml 250 ng/ml
Initial Test Analyte	Initial Test Cutoff	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Barbiturates	300 ng/ml	Barbiturates	200 ng/ml
Benzodiazepines	300 ng/ml	Benzodiazepines	300 ng/ml
Methadone	300 ng/ml	Methadone	100 ng/ml
Methaqualone	300 ng/ml	Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml	Propoxyphene	100 ng/ml

SIDE LETTER OF AGREEMENT

TESTING POLICY FOR DRUG ABUSE

It is hereby agreed between the parties hereto that an Employer who has otherwise properly implemented drug testing, as set forth in the Testing Policy for Drug Abuse, shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the "quick" screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the "quick" screen tests, shall be tested pursuant to the procedures set forth in the Testing Policy for Drug Abuse. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Testing Policy forDrug Abuse as a result of any occurrence related to the "quick" screen test.

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[4] Methylenedioxymethamphetamine (MDMA)

[5] Methylenedioxyamphetamine (MDA)

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ATTACHMENT C

HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT CRAFT REQUEST FORM

TO THE CONTRACTOR: Please complete and submit this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After submitting your request, please call the Local to verify receipt and substantiate their capacity to furnish workers as specified below. Please keep copies for your records.

Humboldt Bay Harbor, Recreation, and Conservation District Project Labor Agreement (PLA) establishes a 20% goal of all of the hours worked on the Project shall be from Targeted Workers. Qualified workers shall be dispatched in the following order: (1) is enrolled as a tribal member or a spouse of an enrolled tribal members of a federally recognized Tribe within Humboldt or Del Norte Counties; (2) residents on the Samoa Peninsula from the Mad River Slough to the North Jetty; (3) is a Veteran Worker (any person who has served in the armed forces of the United States as demonstrated by a valid Form DD214); (4) is a commercial Fisherman; (5) has successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program and resides in Humboldt or Del Norte Counties; (6) residents of the Local Impact Area (i.e., Humboldt County), which is comprised of the zip codes set forth on Attachment D; (7) graduates of Humboldt County local High Schools, College of the Redwoods, or Cal Poly Humboldt; and (8) any workers needed to meet targeted employment requirements pursuant to the Project's funding sources.

TO THE UNION: Please complete the "Union Use Only" section on the next page and send 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:** _____

Cc: Project Labor Coordinator

From: Company: _____ Issued By: _____

Contact Phone: (___) _____ Contact Fax: (___) _____

PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS.

Craft Classification (i.e., plumber, painter, etc.)	Journeyman or Apprentice	Targeted Worker or General Dispatch	Number of workers needed	Report Date	Report Time
TOTAL WORKERS REQUESTED = _____					

\

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: _____

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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)	
JOURNEYMAN	Yes _____	No _____
APPRENTICE	Yes _____	No _____
TARGETED WORKER	Yes _____	No _____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes _____	No _____

[This form is not intended to replace a Union's Dispatch or Referral Form normally given to the employee when being dispatched to the jobsite.]

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ATTACHMENT D
U.S. POSTAL SERVICE ZIP CODES

Humboldt County Zip Codes:

95501 95502 95503

95511 95514 95518

95519 95521 95524

95525 95526 95528

95534 95536 95537

95540 95542 95545

95549 95547 95549

95550 95551 95553

95554 95555 95556

95558 95559 95560

95562 95564 95565

95569 95570 95571

95573 95589