

**KINGS RIVER CONSERVATION DISTRICT
PEAKING PLANT**

Fresno County, California

PROJECT LABOR AGREEMENT

February 2004

KINGS RIVER CONSERVATION DISTRICT PEAKING PLANT

PROJECT LABOR AGREEMENT

TABLE OF CONTENTS

Article 1 Initial Provisions.....1

Article 2 Scope of Agreement..... 4

Article 3 Subcontracting 4

Article 4 Wages and Benefits 6

Article 5 Union Recognition
.....7

Article 6 Strikes and Lockouts 8

Article 7 Shift Times and Holidays 9

Article 8 Grievance Procedures 9

Article 9 Jurisdictional Disputes..... 12

Article 10 Joint Labor/Management Meetings 13

Article 11 Successorship 14

Article 12 Labor Management Cooperation Trust..... 14

Article 13 General Provisions
.....15

Article 14 Waiver 16

Article 15 Term of Agreement 17

Attachment A Agreement to be Bound

Attachment B Subscriber Agreement

**KINGS RIVER CONSERVATION DISTRICT PEAKING PLANT
PROJECT LABOR AGREEMENT
Fresno County, California**

1. INITIAL PROVISIONS

1.1. This Project Labor Agreement (“Agreement”) is entered into by the Kings River Conservation District (“District”), and the State Building and Construction Trades Council of California (“State Council”) and the Fresno, Madera, Kings and Tulare Counties Building & Construction Trades Council (“Local Council”) and its affiliated local unions who have executed this Agreement, all of whom are referred to collectively as the “Unions.”

1.2. The Kings River Conservation District Peaking Plant (the “Project”) is an approximately 97 MW electric gas turbine generating facility to be located in Fresno County, California. The District is the owner of the Project and controls the site at which the Project will be constructed.

1.3. The District is a multi-county special district public agency created in 1951 by a special act of the California Legislature. The District provides resource management for the Kings River region serving agriculture, business and residential communities within a 1.2 million acre service area in portions of Fresno, Kings and Tulare counties. The District operates and maintains the existing 165 MW hydroelectric power plant located at Pine Flat Dam.

1.4. The District will construct the Project through its employees, contractors or agents. The District will award an engineering, procurement, and construction contract (“EPC Contract”) to a lead contractor (“Prime Contractor”), which has been previously determined by the District to be qualified to perform the work and complete the Project.

1.5. Any Prime Contractor shall, as a condition precedent to the award of the EPC Contract, become signatory to this Agreement.

1.6. If the Prime Contractor or any Subcontractor subcontracts any of the Covered Work (as defined in Article 2), a written provision shall be made within each subcontract requiring compliance by such Subcontractor with all the terms of this Agreement. Such Subcontractor shall indicate his acceptance of the terms and conditions of this Agreement by signing the Agreement to be Bound (Appendix A) and by delivering copy thereof to the District and the appropriate Unions prior to commencement of work on the Project.

1.7. This Agreement shall only apply to and be binding upon the Prime Contractor and other Employers for work performed by them on this Project. No Prime Contractor or Employer shall be required to sign any other agreements with Unions or any other union to be eligible or qualified to perform Covered Work on the Project. The Prime Contractor and all Subcontractors who perform Covered Work are individually and collectively referred to as “Employer” or “Employers”.

1.8. Prime Contractor and its Subcontractors will directly employ construction industry employees to perform construction on the Project. Prime Contractor shall retain the right to control and coordinate all construction work on the Project by determining work scheduling, including uniform start times, the necessity for and the times of shift work, and by directly enforcing any drug and alcohol abuse policy which is agreed to by the Prime Contractor and the Local Council, and otherwise directly removing any employee whether employed directly or by any Subcontractor for breach of reasonable rules promulgated by Prime Contractor governing conduct on the job.

1.9. The District shall have the right upon receipt of the written complaint of any employee to order corrective action necessary to maintain reasonable and lawful standards for work place health and safety, and shall retain the right to remove any employee for breach of these standards. The District shall act as the Coordinator, participate in monthly labor/management meetings, participate in pre-job conferences and mark-up meetings, and, at its option, participate in the resolution of any grievances. The District retains control of all work scheduling,

timing of shift work, and all other terms and conditions of employment necessary to comply with any conditions of exemption established by the California Energy Commission.

1.10. The Unions are labor organizations whose members are construction industry employees.

1.11. It is understood and agreed by and between the Parties to this Agreement that the final plans for the Project may be subject to modifications and approval by those public agencies possessing lawful approval authority over the Project and that this Agreement applies to the Project as it is finally approved by such entities and agencies.

1.12. A large labor pool represented by the Unions will be required to execute the work involved in the Project. The District and other Employers wish, and it is the purpose of this Agreement, to ensure that a sufficient supply of skilled craft workers are available at the Project, that all construction work and related work performed by the members of the Unions on this Project shall proceed continuously, without interruption, in a safe and efficient manner, economically with due consideration for the protection of labor standards, wages and working conditions.

1.13. In furtherance of these purposes and to secure optimum productivity, harmonious relations between the parties and the orderly performance of the work, the parties to this Agreement agree to establish adequate and fair wage levels and working conditions and to protect the Project against strikes and lockouts and other interference with the process of the work.

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

2. SCOPE OF AGREEMENT

2.1. This Agreement covers all on-site construction, alteration, painting or repair of buildings, structures and other works and related activities for the Project which is within the craft jurisdiction of one of the Unions and which is directly or indirectly part of the Project, including, without limitation, pipelines, pumps, pump stations, start-up, site preparation, survey work and soils and material inspection and testing, all on-site fabrication work provided such work is within the fabrication provision of a local master or national agreement of one of the Unions, demolition of existing structures, and all construction, demolition or improvements required to be performed as a condition of approval by any public agency. On-site fabrication work includes work done for the Project in temporary yards or areas near the Project. All fabrication work over which the District possesses the right of control, including without limitation, the fabrication of air-handling systems and ducts, and HVAC sheet metal work, and which is traditionally claimed as on-site fabrication shall be performed on-site, provided however, for the convenience of the Prime Contractor or other Employers, such work may be performed off-site. In that event, such fabrication work shall be performed in accordance with the union standards established by this Agreement for the appropriate craft Union or by a fabrication agreement approved by the craft's International Union. On site construction shall also include the site of any batch plant constructed solely to supply materials to the Project. All work within the scope of this Agreement is referred to as "Covered Work" in this Agreement.

2.2. Work performed by Pacific Gas & Electric Company or the Malaga County Water District for the Project is not Covered Work.

3. SUBCONTRACTING

3.1. The District, Prime Contractor and each other Employer, as defined in Section 1.7, agree that it will award or subcontract Covered Work to be done on the Project only to a person, firm, or corporation who is or becomes party to this

Agreement and who is or agrees to become bound for purposes of performing such Covered Work, and shall perform Covered Work pursuant to either: (1) a local multi-employer collective bargaining agreement with the craft Union having traditional and customary jurisdiction over the work, (2) an area agreement with the craft Union having traditional and customary jurisdiction over the work, (3) a regional agreement with the craft Union having traditional and customary jurisdiction over the work (collectively the local, area or regional agreement is referred to as the “Master Agreement”), or, only in the case of a national contractor, (4) a national agreement with the International Union of the craft Union having traditional and customary jurisdiction over the work.

3.2. Any provision of a local, area, regional, or national agreement contrary to or in conflict with this Agreement or contrary to the intent and meaning of this Agreement shall not be enforced as to Employers working under this Agreement.

3.3. Before being authorized to perform any Covered Work, Employers (including Prime Contractor) shall become a party to this Agreement by signing Attachment A, the Employer Agreement to be Bound. Every Employer shall notify the Local Council in writing within three business days after it has assigned, awarded or subcontracted work, or authorized another party to do so, and shall at the same time provide to the Local Council and the State Council a copy of the executed Employer Agreement to be Bound and Subscriber Agreement.

3.4. Nothing in this Agreement shall in any manner whatsoever limit the rights of the Prime Contractor, or any other Employer, to subcontract work or to select its contractors or subcontractors, provided, however, that all Employers, at all tiers, assigning, awarding, contracting or performing, or authorizing another to assign, award, contract or perform Covered Work shall be required to comply with the provisions of this Agreement. Prime Contractor and every other Employer shall notify each of its subcontractors of the provisions of this Agreement and require as a condition precedent to the assigning, awarding or subcontracting of any Covered Work or allowing any subcontracted Covered Work to be performed, that all such

subcontractors at all tiers become signatory to this Agreement and the Subscriber Agreement (Attachment B). Any Employer that fails to provide the Local Council and State Council with the Employer Agreement to be Bound and Subscriber Agreement executed by its subcontractor shall be liable for any failure of that subcontractor, or any subcontractor at a lower tier, to comply with the provisions of this Agreement, including any contributions to any trust funds that the subcontractor, or any subcontractor to that subcontractor, fails to make.

4. WAGES AND BENEFITS

4.1. All craft employees covered by this Agreement (including foremen and general foremen if they are covered by the Master Agreement) shall be classified and paid wages, other compensation and contributions made on their behalf to multi-employer trust funds, all in accordance with the then current Master Agreement of the applicable Union. The Parties agree that this Agreement provides for wages and benefits consistent with California prevailing wage law.

4.2. The Prime Contractor and all Employers hereby adopt and agree to be bound by the written terms of the legally established trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such appropriate qualified employee fringe benefit funds established by the appropriate local collective bargaining agreements. The Employers authorize the parties to such trust agreements to appoint Trustees and successor Trustees to administer the trust funds, and hereby ratify and accept all Trustees so appointed.

4.3. Any special interest bargaining which establishes wage rates, classifications, zones, or wage escalations which apply exclusively to the Project will not be recognized. In addition, there shall be no redlining of the Project in any future multi-employer collective bargaining agreements by singling out, either by name or by effect, the Project or the Employers for less favorable wages, benefits or working conditions than are generally accorded other industrial projects in the same general geographic area.

5. UNION RECOGNITION

5.1. The Employers recognize the Unions signatory to this Agreement as the sole and exclusive collective bargaining agents for their respective construction craft employees performing Covered Work for the Project, and further recognize the traditional and customary craft jurisdiction of each Union.

5.2. All craft employees performing Covered Work shall be or shall become and then remain members in good standing of the appropriate Union during the term of this Agreement as a condition of employment on or before the eighth (8th) day of employment, or the eighth (8th) day following the execution of this Agreement, whichever is later.

5.3. The Unions shall be the source of all craft employees for Covered Work for the Project. Employers agree to be bound by the hiring practices of the respective Union, including hiring of apprentices, and to utilize its registration facilities and referral systems. Such job referral system will be operated in a non-discriminatory manner and in full compliance with federal, state, local laws and regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship and training, will be operated so as to facilitate the ability of the Employers to meet any and all equal employment opportunity/affirmative action obligations.

5.4. In the event the referral facilities maintained by the Unions do not refer the employees as requested by the Employer within a forty eight (48) hour period after such requisition is made by the Employer (Saturdays, Sundays and Holidays excepted), the Employer may employ applicants from any source.

5.5. This Agreement shall not apply to non-manual employees, including managers, superintendents, supervisors, engineers (other than operating engineers), inspectors, start-up technicians, office and clerical staff, managers, security guards, medical personnel, and employees similarly classified.

6. STRIKES AND LOCKOUTS

6.1. During the life of this Agreement, the Unions, their agents, their representatives and their employees agree that they shall not incite, encourage, condone or participate in any strike, walkout, slowdown, sit-down, stay-in, boycott, sympathy strike, picketing or other work stoppage for any cause whatsoever with respect to this Project; and there shall be no lockout by the District, Prime Contractor or any other Employer; and it is expressly agreed that any such action is in violation of this Agreement. In the event of a violation of this provision, the District, any Employer and the Unions shall be entitled to seek relief in court, specifically including injunctive relief, to restrain any such action on the part of the Union(s), and/or any of its agents, representatives or employees, or the District, Employer and/or any of its agents, representatives or employees.

6.2. Notwithstanding the provisions of Section 6.1 above, it is agreed that a Union retains the right to withhold the services of its members from a subcontractor who fails to make timely payments to the Union's benefit plans, or fails to timely pay its weekly payroll, in accordance with its agreements with the Union; provided, however, that the Union shall give forty eight (48) hours notice to the District and the Prime Contractor prior to withholding the services of its members from such subcontractor. In the event the Union withholds the services of its members from such subcontractor, the Prime Contractor, upon approval of the District, shall have the right to replace such subcontractor with another subcontractor who executes the Agreement to be Bound.

6.3. In the event that any applicable labor agreement expires and the parties to that agreement fail to reach agreement on a new contract by the date of expiration, a Union shall continue to provide employees to the Employers working on the Project under all the terms of the expired agreement until a new agreement is negotiated, at which time all terms and conditions of that new agreement shall be

applied to Covered Work at the Project, except to the extent they conflict with any provision of this Agreement.

7. SHIFT TIMES AND HOLIDAYS

7.1. The standard work day shall consist of eight (8) hours of work between 7:00 a.m. and 5:30 p.m. with one-half hour designated as an unpaid period for lunch. The standard work week shall be five (5) consecutive days of work commencing on Monday. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week.

7.2. Recognized holidays shall be as follows: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day. In the event a holiday falls on Sunday, the following day, Monday, shall be observed as such holiday. In the event a holiday falls on Saturday, the previous day, Friday, shall be observed as such holiday. In no event shall work be performed on Labor Day, except in cases involving an immediate threat to life or property.

8. GRIEVANCE PROCEDURE

8.1. It is mutually agreed that any question arising out of and during the term of this Agreement involving its interpretation and application (other than jurisdictional disputes or successorship) shall be considered a grievance. Questions between or among parties signatory to a Master Agreement arising out of or involving the interpretation of a Master Agreement shall be resolved under the grievance procedure provided in that Master Agreement.

8.2. The District, the Prime Contractor and other Employers, as well as the Unions, may bring forth grievances under this Article.

8.3. A grievance shall be considered null and void if not brought to the attention of the Employer(s) within five (5) working days after the incident that initiated the alleged grievance occurred or was discovered. The term "working

days” as used in this Article shall exclude Saturdays, Sundays or holidays regardless of whether any work is actually performed on such days.

8.4. Grievances shall be settled according to the following procedure except that grievances that do not involve an individual grievant shall commence at Step 2:

Step 1

The Steward and the grievant shall attempt to resolve the grievance with the craft supervisor within five (5) working days after the Grievance has been brought to the attention of the Employer.

Step 2

In the event the matter remains unresolved in Step 1 above after five (5) working days, within five (5) working days thereafter, the alleged grievance may be referred in writing to the Business Manager(s) of the Union(s) affected and the Labor Relations representative of the Employer(s) for discussion and resolution. If the Employer is a subcontractor, a copy of the written grievance shall also be mailed/faxed to the Prime Contractor and to the District.

Step 3

In the event the matter remains unresolved in Step 2 above within five (5) working days, within five (5) working days thereafter, the grievance may be referred in writing to the Business Manager(s) of the affected Union(s) involved and the Manager of Labor Relations of the Employer(s) or the Manager’s designated representative, and the Prime Contractor for discussion and resolution.

Step 4

If the grievance is not settled in Step 3 within five (5) working days, either party may request the dispute be submitted to arbitration or the time may be extended by mutual consent of both parties. The request for arbitration and/or the request for an extension of time must be in writing with a copy to the Prime Contractor. An Arbitrator selected from a permanent panel of Arbitrators consisting of Ken Silbert, William Engler, Barbara Chvany and Bonnie Bogue will hear grievances filed pursuant to this Article. The arbitrator will be

selected by rotation from the permanent panel, rotating in the order set forth above. The Prime Contractor shall keep a record of the sequence and shall notify the parties to the grievance as to the next arbitrator in the order of rotation. In the event, the Arbitrator is not available in a reasonable time to hear the grievance and the parties have not mutually agreed to extend the time for arbitration, the next arbitrator in order of rotation will be selected. A reasonable time is defined as fifteen (15) days where the grievance concerns employment discharge and thirty (30) days for all other grievances.

8.5. The Arbitrator shall conduct a hearing at which the parties to the grievance shall be entitled to present testimonial and documentary evidence. Hearings will be transcribed by a certified court reporter. The parties shall be entitled to file written briefs after the close of the hearing and receipt of the transcript.

8.6. Upon expiration of the time for the parties to file briefs, the Arbitrator shall issue a written decision that will be served on all parties, the Prime Contractor, and the District. The Arbitrator's decision shall be confined to the issue(s) posed by the grievance and the Arbitrator shall not have the authority to modify, amend, alter, add to or subtract from, any provision of this Agreement. The Arbitrator shall have the authority to utilize any equitable or legal remedy to prevent and/or cure any breach or threatened breach of this Agreement. The Arbitrator's decision shall be final and binding as to all parties signatory to this Agreement.

8.7. The cost of the Arbitrator and the court reporter, and any cost to pay for facilities for the hearing, shall be borne equally by the parties to the grievance. All other costs and expenses in connection with the grievance hearing shall be borne by the party who incurs them.

8.8. The Arbitrator's decisions shall be confined to the question posed by the grievance and the Arbitrator shall not have authority to modify, amend, alter, add to or subtract from, any provision of this Agreement.

8.9. Any party to a grievance may invite the District to participate in resolution of a grievance. The District may, at its own initiative, participate in Steps 1 through 3 of the grievance procedure.

8.10. In determining whether the time limits of Steps 2-4 of the grievance procedure have been met, a written referral or request shall be considered timely if it is personally delivered, faxed or postmarked within the five (5) working day period. Any of the time periods set forth in this Article may be extended in writing by mutual consent of the parties to the grievance, and any written referral or request shall be considered timely if it is personally delivered, faxed or postmarked during the extended time period.

8.11. Any award or resolution under Article 9 shall be prospective and shall not require any back pay for work performed unless the assignment is a knowing violation of a well-established resolution under the Plan.

9. JURISDICTIONAL DISPUTES

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

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

9.3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's

assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

9.4. Each Employer will conduct a pre-job conference with the Local Council prior to commencing work. The Prime Contractor and the District will be advised in advance of all such conferences and may participate if they wish.

9.5. In case of a jurisdictional dispute involving a Union or Unions not party to the Plan, such dispute will be referred to the General Presidents of the Unions involved and the Employer for resolution.

9.6. Any award or resolution under Article 9 shall be prospective and shall not require any back pay for work performed unless the assignment is a knowing violation of a well-established resolution under the Plan.

9.7. This Article 9 shall be enforceable in any court of competent jurisdiction, and shall not be subject to the grievance procedure of Article 8.

10. JOINT LABOR/MANAGEMENT MEETINGS

10.1. During the period of any work performed under this Agreement, a joint Labor/Management meeting will be held on an approximately monthly basis or more frequently as needed between the District, the Prime Contractor, the other Employers, and the signatory Unions. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications and advance the proficiency and efficiency of the craft workers and contractors performing work at the Project. These monthly (or more frequent) meetings will also include discussion of the scheduling and productivity of work performed at the Project.

10.2. A Pre-Job Conference will be held prior to the commencement of work to establish the scope of work in each Employer's contract. When a contract has been let to an Employer(s) covered by this Agreement, a Pre-Job Conference and/or Mark-Up Meeting shall be required upon request of any Union, Employer or the Prime Contractor.

10.3. The Prime Contractor will schedule and attend all Pre-Job Conferences and Mark-Up Meetings.

11. SUCCESSORSHIP

11.1. This Agreement is and shall be binding and legally effective upon (i) any successor to the District, and (ii) any person or entity that acquires all or any portion of District's right, title or interest in the Project whether by sale, lease, or other transfer, or contribution to partnership, joint venture or other entity. Any agreement for a sale, lease, contribution or other transfer of the Project by the District shall include an express assumption of the obligations and undertakings of District under this Agreement, including this successorship provision. Within five (5) days following the close of any sale, acquisition, merger, lease or other transfer covered by this Section 11.1, District shall provide the State Council and the Local Council with written notice thereof and an original, executed assumption of this Agreement. Any sham transfer is a breach of this clause and shall not release District from any of its obligations or undertakings under this Agreement.

11.2. This Article 11 shall be enforceable in any court of competent jurisdiction, and shall not be subject to the grievance procedure of Article 8.

12. LABOR MANAGEMENT COOPERATION TRUST

12.1. Each Employer at every tier who performs work within the scope of this Agreement shall contribute the sum of twenty-five cents (\$0.25) per hour for each hour paid for or worked by employees, and shall remit that sum by payment postmarked no later than the 15th of the month following the month in which those hours were paid for or worked, directly to the State Building & Construction Trades Council Labor Management Cooperation Trust or its designee. Each Employer shall execute a Subscriber Agreement covering these contributions, a copy of which is attached as Attachment B.

13. GENERAL PROVISIONS

13.1. If any article or provision of this Agreement shall be declared invalid, inoperative, or unenforceable by any competent authority of the executive legislative, judicial or administrative branch of the federal or state government, the Employers, the State Council, Local Council and the Unions shall suspend the operation of such article or provisions during the period of its invalidity and shall substitute by mutual consent, in its place and stead, an article or provision which will satisfy the objections to its validity and which, to the greatest extent possible, will be in accord with the intent and purpose of the article or provision in question.

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

13.3. Except as enumerated in this Agreement, all other terms and conditions of employment described in the Master Agreement of the craft Union having traditional and customary jurisdiction over the work shall apply.

13.4. The provisions of this Agreement shall take precedence over conflicting provisions of any Applicable Agreement.

13.5. Each person executing this Agreement represents and warrants that he or she is authorized to execute this Agreement on behalf of the party or parties indicated.

13.6. This Agreement may be executed in counterparts.

13.7. Any notices required under this Agreement shall be given as follows:

To District:

Jack Sinor, Assistant General Manager
Kings River Conservation District
4886 E. Jensen Avenue
Fresno, CA 93725
559-237-5567

To the State Council:

Robert L. Balgenorth, President
State Building and Construction Trades
Council of California
1225-8th Street, Suite 375
Sacramento, CA 95814
Telephone: 916-443-3302

To the Prime Contractor:

(To be added following award of the EPC Contract to the successful bidder)

To the Local Council:

Fresno, Madera, Kings and Tulare Counties Building & Construction Trades Council
1987 N Gateway, #101
Fresno, CA 93726
Telephone: 559-255-3079

With a copy to:

Edward J. Tiedemann
Kronick, Moskovitz, Tiedemann & Girard
400 Capitol Mall, 27th Floor
Sacramento, CA 95814-4555
Telephone: 916-321-4500

With a copy to:

Marc D. Joseph
Adams Broadwell Joseph & Cardozo
651 Gateway Boulevard, Suite 900
South San Francisco, CA 94080
Telephone: 650-589-1660

Either party may notify the other in writing if its person designated to receive notice is changed.

14. WAIVER

14.1. The parties hereby acknowledge that this Agreement is a lawful pre-hire agreement within the meaning of Section 8(f) of the National Labor Relations Act; and the Prime Contractor, each other Employer, and the Unions hereby expressly waives their right to contest, challenge, repudiate or void (hereinafter collective “challenge”) this Agreement, directly or indirectly, on any basis, in any proceeding before any federal, state or local court, agency or other tribunal, including the National Labor Relations Board, or before any arbitrator or hearing officer, including any challenge to the validity of this Agreement that is raised as a defense to any action or claim brought by any party to this Agreement. This Agreement shall be a complete defense to any such challenge.

14.2. Each Employer further agrees that it shall not solicit, finance or participate in any challenge to this Agreement by any other person or entity.

Payment of regular annual dues to an organization or association does not constitute "solicitation," "financing" or "participation in" a challenge as those terms are used in this Agreement.

14.3. This Article shall be enforced pursuant to Article 8 of this Agreement and any grievance shall commence at Step 3 of Article 8.4. The parties agree that the economic damages to the Unions from a breach of this Article include the reasonable fees and costs of defense.

15. TERM OF AGREEMENT

15.1. The term of this Agreement shall commence on the date indicated below as the date of execution, and shall continue in effect until final completion of all Covered Work on the Project.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of _____, 2004.

KINGS RIVER CONSERVATION
DISTRICT

STATE BUILDING &
CONSTRUCTION TRADES
COUNCIL OF CALIFORNIA

By: David L. Orth
General Manager

By: Robert L. Balgenorth
President

FRESNO, MADERA, KINGS AND TULARE COUNTIES
BUILDING & CONSTRUCTION TRADES COUNCIL

By: John Hutson
Secretary

UNIONS

Asbestos Workers, Local 16

Boilermakers, Local 549

Bricklayers, Tile Setters & Allied Crafts,
Local 3

Carpenters, Local 701

Electricians, Local 100

Ironworkers, Local 155

Laborers, Local 294

Lathers, Local 9083

Millwrights, Local 102

Operating Engineers, Local 3

Painters, Tapers & Floor Covers,
Local 294

Pile Drivers, Local 34

Plasterers and Cement Masons,
Local 300

Plumbers & Pipefitters, Local 246

Road Sprinkler Fitters, Local 669

Roofers, Local 27

Sheet Metal Workers, Local 162

Teamsters, Local 431

ATTACHMENT A
AGREEMENT TO BE BOUND

PROJECT LABOR AGREEMENT
KINGS RIVER CONSERVATION DISTRICT PEAKING PLANT

The undersigned, as a contractor or subcontractor (hereafter "Contractor") on the Kings River Conservation District Peaking Plant, as defined in Section 1.2 (hereafter "Project"), of the Project Labor Agreement ("Agreement"), for and in consideration of the award to it of a contract to perform work on the Project, and in further consideration of the promises made in the Agreement and all attachments a copy of which was received and is acknowledged, hereby:

- 1.) Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.
- 2.) The Contractor agrees to be bound by the legally established trust agreements designated in local master collective bargaining agreements. The Contractor authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.
- 3.) Certifies that it has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.
- 4.) Agrees to secure from any Contractor(s) (as defined in the Agreement) that are or become a subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.

DATED: _____ Name of Contractor _____

(Authorized Officer & Title)

(Address)

