PROJECT LABOR AGREEMENT

FOR

THE NILAND GAS TURBINE PLANT PROJECT

IMPERIAL COUNTY, CALIFORNIA
1. INITIAL PROVISIONS

1.1. This Project Labor Agreement ("Agreement") is entered into by the Imperial Irrigation District ("IID"), and the State Building and Construction Trades Council of California ("State Council") and the Building & Construction Trades Council of Imperial County ("Local Council") and the local unions who have executed this Agreement, all of whom are referred to collectively as the "Unions." This Agreement shall not apply to the parents, affiliates, subsidiaries, or other ventures of any party.

1.2. The Niland Gas Turbine Plant Project, including the so called "low-side" transmission connection work and the generator step-up transformer work, but excluding the so called "high-side" transmission connection work so long as such work is performed by IID regular employees (the "Project"), is an approximately 90 MW electric generating facility to be located in Imperial County, California. IID is the owner of the Project. 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.

1.3. IID is a publicly owned utility providing water and electric power to customers within its jurisdiction. IID will construct, operate and maintain the Project through its employees, contractors or agents. Primary Employer is a construction industry employer and directly employs construction industry
employees. IID intends to select and hire one or more engineering, procurement and construction contractor(s) in the business of constructing power plants to construct all or part of the Project ("EPC Contractor"). Following such selection and hiring by IID, the EPC Contractor(s) shall sign and become a party to this Agreement.

1.4. Primary Employer (as defined in Section 1.5) will control the activities at the site at which the Project will be constructed. Primary Employer will directly employ construction industry employees and reserves the right to directly perform construction on the Project with its own employees. Subject to the provisions of this Agreement, Primary Employer shall retain the right to control and coordinate all Project construction work by determining work scheduling, including uniform start times, the necessity for and the times of shift work, by directly enforcing any drug and alcohol abuse policy which is agreed to by any contractor or subcontractor and the Local Council, and otherwise directly removing any employee whether employed directly or by any contractor or subcontractor for breach of reasonable rules promulgated by Primary Employer governing conduct on the job. Primary Employer 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. Primary Employer shall act as the "Coordinator", participate in monthly labor/management meetings, participate in pre-job conferences and mark-up meetings, and participate in the resolution of any grievances in accordance with the provisions of Article 8.

1346-313e 2
1.5. For purposes of this Agreement, “Contractor” means any EPC Contractor and any other contractor or subcontractor at any tier who performs work on the Project covered by this Agreement as defined by Article 2. For purposes of this Agreement, “Primary Employer” means IID until IID selects and hires an EPC Contractor to perform Covered Work (as defined in Article 2 below) and such EPC Contractor signs and becomes a party to this Agreement; thereafter, Primary Employer means EPC Contractor with respect to the Covered Work performed by such EPC Contractor.

1.6. The Unions are labor organizations whose members are construction industry employees who generally work in close proximity to one another at construction job sites and whose jobs are closely related and coordinated. Each of the Unions is a party to a multi-employer collective bargaining agreement (“Master Agreement”) that covers the geographic area of the Project. Where the term Master Labor Agreement is used, it means the existing Master Labor Agreement currently in effect as to each of the Unions.

1.7. A large labor pool represented by the Unions will be required to execute the work involved in the Project. 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.
1.8. 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, including interference that may arise at a common-situs jobsite when union employees have to work along side non-union employees in their own craft or in those other crafts with which they generally work in close proximity performing work that is closely related and coordinated.

1.9. It is recognized by the parties hereto that it is a historical first for IID to enter into a Project Labor Agreement of this type. Further, it is recognized that the parties are committed to developing a skilled labor force in and around Imperial County for the benefit of many entities and purposes. It is anticipated that this Project Labor Agreement will help to further that effort.

1.10. This Agreement has no force or effect, its provisions shall not be operative, and it shall not apply to any project without the express approval of the IID Board of Directors. Upon approval and designation by the IID Board of Directors, this Agreement will be included as a requirement of contracts to perform Covered Work (as defined in Article 2). This Agreement applies only to Covered Work on the Project.

1.11. The parties agree that upon IID's execution of an agreement with an EPC Contractor to perform Covered Work (as defined in Article 2 below), and upon such EPC Contractor signing and becoming a party to this Agreement, EPC
Contractor shall become the Primary Employer hereunder with respect to the Covered Work performed by such EPC Contractor, and all rights, interests and obligations that IID possesses in this Agreement shall be assigned and transferred to such EPC Contractor, except for the obligations of Article 12, Successorship and Survivability, which shall remain the obligation of IID, and except for the rights to seek injunctive relief under Section 7.1 and to receive liquidated damages under Section 7.6.9, both of which shall remain the rights of IID. Once the EPC Contractor signs and becomes a party to this Agreement, and an original executed copy is delivered to the Local Council, IID shall be released from any further liability or obligation under the terms of this Agreement with respect to the Covered Work performed by such EPC Contractor, except for the obligations of Article 12, which shall remain the obligation of IID, and except for the rights under Section 7.1 and Section 7.6.9, both of which shall remain the rights of IID.

2. SCOPE OF AGREEMENT

2.1. This Agreement applies exclusively to the Project and covers all on-site construction, alteration, painting or repair of buildings, structures and other works and related activities for the Project that is within the craft jurisdiction of one of the Unions and which is directly part of the Project, including, without limitation, pipelines (including that portion of any pipeline which is built primarily to serve the Project), pumps, pump stations, start-up (as described in Section 2.6), site preparation, on-site survey work and soils and material inspection and testing.
(excluding work performed by a civil, mechanical, geotechnical or other licensed engineer whose scope of work is not covered by a collective bargaining agreement of a union signatory to this Agreement), 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 related to the Project, 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 or at the Project. All fabrication work over which the Primary Employer 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 for power plant projects shall be performed on-site. For the convenience of the Primary Employer or other Contractors, 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 fabrication work as defined in this Article does not include manufactured piping and equipment, including, but not limited to, pumps, compressors, combustion and steam turbines, boilers, SCR sub-assemblies and components, heat recovery steam generators, once through steam generators, skid-mounted equipment, heat exchangers, condensers, fans, valves, actuators, control panels and devices, motor control centers and power distribution centers and switchgear. On-site construction shall also include the
site of any batch plant constructed solely to supply materials to the Project. This Agreement shall only apply to work performed with respect to the Project and shall have no application to any work performed unrelated to the Project or to any work performed after completion of the construction of the Project. All work to which this Agreement is applied by this Article 2 is referred to as “Covered Work,” unless expressly excluded by another provision of this Agreement.

2.2. This Agreement shall not apply to any work performed on the El Centro Unit 3 Repowering Project.

2.3. This Agreement shall not apply and Covered Work as defined in this Article 2 does not include any work performed by supervisors, technical or non-manual employees of Contractors and/or the Primary Employer, including, but not limited to, executives, office and clerical employees, supervisors, timekeepers, messengers, guards; or any civil, mechanical or other professional engineers, drafters and inspectors not covered by a collective bargaining agreement of a union signatory to this Agreement; or staff employees, and operators and personnel of vendors or their agents or subsidiaries performing warranty work; or any other employees above the classification of general foreman or who perform administrative/clerical functions.

2.4. This Agreement shall not apply and Covered Work as defined in this Article 2 does not include any work performed by any delivery personnel hired by Contractors and/or the Primary Employer to transport and/or deliver equipment or materials to the Project site.
2.5. Work performed by a public utility not under the control of Primary Employer, such as work performed by Southern California Gas Company, is not Covered Work and is excluded from the scope of this Agreement. Additionally, work performed by a private utility not under the control of Primary Employer, such as work performed by Golden State Water Company, is not Covered Work and is excluded from the scope of this Agreement.

2.6. System blowdowns, flushes and testing, as well as commissioning rework and modifications normally provided as a function of the construction effort, and other construction related work normally provided by members of the Unions, will be performed by members of the Unions; provided that Primary Employer reserves the right to have persons of its choice (which may include, for the sake of clarity, Union and/or non-union persons) present and in close proximity to observe any such flushes, testing and commissioning rework and/or modifications normally provided as a function of the construction effort. After such work on any system is completed by Contractors and the system is released to IID, the ensuing system check-out work and other operation related work normally provided by IID employees, startup, commissioning and operation is not Covered Work and is excluded from the scope of this Agreement.

2.7. Work performed by a manufacturer or its representatives or subsidiaries required to satisfy guarantees or warranties is not Covered Work and is excluded from the scope of this Agreement.
2.8. Specialized or technical work requiring specialized training, unique skills, or a level of specific technical experience which employees represented by the Union do not traditionally and customarily possess is not Covered Work and is excluded from the scope of this Agreement. At least one (1) working day's notice shall be given to the Local Council before any work is performed pursuant to this Section 2.8.

2.9. Each signatory Contractor and any EPC Contractor are acting solely on their own behalf, and have no authority, either expressed, implied, actual, apparent or ostensible, to speak for or bind each other or IID.

3. CONTRACTING AND SUBCONTRACTING

3.1. Primary Employer, and each other Employer, agree that they will contract for the assignment, awarding or subcontracting of Covered Work, or authorize another party to assign, award or subcontract Covered Work, only to a person, firm, corporation or other entity that, at the time the contract is executed, has become a party to this Agreement by executing Attachment A, the Employer Agreement to be Bound.

3.2. Primary Employer and each signatory Contractor, agrees that it will subcontract Covered Work only to a person, firm, corporation or other entity who is or becomes party to this Agreement and who is or agrees to be bound for purposes of performing Covered Work to either a local, area or regional Master Agreement with the craft Union having traditional and customary building trades craft jurisdiction.
over the work or, only in the case of a national contractor, a national agreement with the International Union of the craft Union having traditional and customary jurisdiction over the work. Primary Employer and any Contractor performing Covered Work on the Project shall, as a condition to working on the Project, become signatory to this Agreement, and perform all work under the terms of this Agreement and the applicable Master Agreement (the "Applicable Agreement").

Before being authorized to perform any Covered Work, Contractors shall become a party to this Agreement by signing the Employer Agreement to be Bound (Attachment A), and the Subscriber Agreement (Attachment B). Every Contractor shall notify the Local Council and the State Council in writing within seven (7) business days after it has subcontracted work, 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.

3.2.1. All work within the scope of the Joint National Industrial Agreement for Instrument and Control System Technicians or its successor may, at the option of the Employer, be performed under the terms of that Agreement or its successor agreement.

3.3. Nothing in this Agreement shall in any manner whatsoever limit the rights of Primary Employer, or any Contractor, to subcontract Covered Work or to select its contractors or subcontractors; provided, however, that all Contractors, at all tiers, assigning, awarding, contracting or performing, or authorizing another to assign, award, contract or performing Covered Work shall be required to comply
with the provisions of this Agreement. Primary Employer and every Contractor shall notify each of its contractors and subcontractors of the provisions of this Agreement and require as a condition precedent to the assigning, awarding or subcontracting of any award of any construction contract or subcontract for Covered Work or allowing any subcontracted Covered Work to be performed, that all such contractors and subcontractors at all tiers become signatory to this Agreement and the Subscriber Agreement (Attachment B). If Primary Employer or any Contractor fails to provide the Local Council and State Council with the Employer Agreement to be Bound and Subscriber Agreement executed by its contractor or subcontractor, that particular party shall be liable for any contributions to any trust funds that the contractor or subcontractor, or any subcontractor to that subcontractor, fails to make.

4. WAGES, BENEFITS AND HOURS OF WORK

4.1. Except as provided in this Agreement, all 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 multi-employer Master Agreement of the applicable Union. No labor agreement for the work covered by this Agreement will apply to employees above the level of General Foreman.
4.2. The parties agree that due to the scope and nature of the Project there is a legitimate business justification to establish uniform work schedules and working conditions for the Project, which are set forth below.

4.2.1. Show-up pay shall be paid in accordance with the Master Agreement. If a system of advance notice, subject to approval of the Unions (which approval shall not be unreasonable withheld), is provided to call off the employee, no show-up pay must be provided by the Contractor. It is within the sole discretion of the Contractor whether to cease work at any time.

4.2.2. Subsistence, travel expenses and travel time shall be paid in accordance with any Master Agreement that provides for them at the time this Agreement is executed. No increases to any such amounts other than increases included in the Master Agreement as of August 1, 2006 will be effective for the term of this Agreement. Premium pay for welding shall be paid where called for by the Master Agreement.

4.2.3. The standard work day shall consist of eight (8) hours of work between 5:00 a.m. and 7:00 p.m. (or such other hours of work as the parties may agree upon pursuant to Section 4.2.5 below) 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.
4.2.4. Shifts during the standard workday may be established when considered necessary by Primary Employer (e.g., for heat evasion, safety purposes, Project schedule, etc.). Compensation for shifts will be paid in accordance with the appropriate Master Agreement. Primary Employer shall provide at least forty eight (48) hours notice prior to any change in shift time except in unforeseen circumstances, in which case notice shall be given as soon as practicable. Any shifts established shall continue for at least five (5) days of consecutive work.

4.2.5. It is recognized by the parties to this Agreement that the standard work day and standard work week may not be desirable or cost effective, and other arrangements for hours of work will be considered. Such proposed modifications to the standard work day and/or the standard work week shall be worked out between Primary Employer, Contractors and the Local Council.

4.2.6. The first two (2) hours performed in excess of the standard work day Monday through Friday shall be paid at the rate of time and one-half. Compensation for Saturday will be paid in accordance with the appropriate Master Agreement. There shall be no pyramiding of overtime pay. All work performed on Sundays and in excess of ten (10) hours a day shall be paid the overtime rate as stated in the appropriate Master Agreement but not to exceed double the straight time rate of pay.

4.2.7. It will not be a violation of this Agreement when Primary Employer considers it necessary to shut down to avoid the possible loss of human life because of an emergency situation that could endanger the life and safety of an
employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby Primary Employer and/or Contractors request an employee to wait in a designated area available for work, the employee will be compensated for the waiting time. Employees who are not asked to wait in a designated area, but are called back after clocking out, will be paid call back pay in accordance with the Master Agreement.

4.2.8. Recognized holidays shall be as follows: New Year's Day, Martin Luther King Day, Presidents' 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 of emergency involving life or property. There shall be no paid holidays. If employees are required to work on a holiday, they shall receive the appropriate rate; but in no case shall such overtime rate be more than double the straight time rate.

4.3. The Parties agree that this Agreement provides for wages and benefits consistent with California prevailing wage law. The Unions agree that any dispute concerning the appropriate wage rate for Covered Work under this Agreement should be resolved solely under the grievance procedure provided in Section 8.4 of this Agreement, and that the Unions, and each of them, will not seek to resolve any
issue over the applicable wage rate in any other forum, including but not limited to the California Department of Industrial Relations.

4.4. 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 multi-employer collective bargaining agreements by singling out, either by name or by effect, the Project or the Contractors for less favorable wages, benefits or working conditions than are generally accorded other industrial projects in the same general geographic area.

5. PAYMENT OF WAGES – CHECKING IN AND OUT

5.1 Wages will be paid weekly on a designated day during working hours and in no case shall more than five (5) days pay be held back in any payroll week.

5.2 Employees shall be at their place of work and ready to work at the starting time (which is the gang box, toolbox or place where the foreman gives instructions to employees). A reasonable time (not to exceed 10 minutes) will be allowed for employees to put company and personal tools in secured storage and return to the parking lot by quitting time. Primary Employer may utilize brassing, time clocks or other systems to check employees in and out. Each employee must check himself in and out. Primary Employer will provide adequate facilities for checking in and out in an expeditious manner.
5.3 There will be no organized rest periods, coffee breaks, or other non-working time established during working hours on the Project. Employees shall be afforded time to take rest periods for food and drink. Time at a rate of ten (10) minutes net rest time for every four (4) hours worked, or a major fraction thereof will be provided. Rest periods shall not interfere with the normal flow of work, and shall be taken in the employee’s immediate work area. Primary Employer and the Unions agree that this paragraph provides equivalent protection to that afforded by California Wage Order No. 16.

6. UNION RECOGNITION

6.1. The Contractors 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.

6.2. All employees performing Covered Work shall be or shall become and then remain members in good standing of the appropriate Union 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. Nothing in this Agreement shall in any manner whatsoever limit the rights of Primary Employer or any Contractor to select any contractors to perform portions of the Covered Work on the Project, whether or not such contractors are signatories to any Applicable Agreement, or previously employ members of any signatory Union. Any Contractor
performing Covered Work on the Project shall, as a condition to working on the Project, become bound by and perform all work under the terms of this Agreement and the Master Agreement.

6.3. Subject to Section 6.5 below, the Unions shall be the source of all craft employees for Covered Work for the Project. Except as provided in Section 11.1.2, Contractors agree to be bound by the hiring practices of the respective Unions, including hiring of apprentices, and to utilize its registration facilities and referral systems. The Contractor(s) shall have the right to reject any applicant referred by the Union(s), and the Contractor(s) shall have the sole and exclusive right to select the craft foreman and/or general foreman.

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

6.5. The parties recognize IID's interest in providing opportunities to participate on the Project to entities that may not have previously had a relationship with the Union(s) signatory to this Agreement. To ensure that such entities will have an opportunity to employ their "core" employees on this Project, the parties agree that in those situations where a Contractor not a party to an Applicable Agreement with a signatory Union having jurisdiction over Covered Work is a successful bidder, that Contractor may request by name, and the local
Union(s) will honor, referral of persons who have applied to the local Union(s) for Project work and who meet the following qualifications:

1. Possess any license required by State or Federal law for the Covered Work to be performed;
2. Have a total of at least 1,000 hours of construction craft experience during the prior three (3) years;
3. Were on the Contractor's active payroll for at least 90 of 120 calendar days prior to the contract award; and
4. Have the ability to perform safely the functions of the applicable trade.

The Unions will refer to such Contractor one employee from the hiring hall out of work list for each affected craft, and will then refer one of the Contractor's "core" employees as defined above. The process then will be repeated, one and one, until the Contractor has hired the greater of the following: three (3) "core" employees or 15% of the employees per Contractor, by craft, employed by the Contractor to perform work on the Project. Any fraction shall be rounded to the next highest whole number.

7. STRIKES AND LOCKOUTS

7.1. During the life of this Agreement, the Unions, their agents, representatives, employees and persons acting in concert with them agree that they shall not incite, encourage, condone or participate in any strike, walkout, slowdown, sit-down, stay-in, boycott, sympathy strike, sick out, refusal to refer employees, picketing, hand billing (where the hand billing relates to Contractors or Primary
Employer and their activities or operations at the Project, or other work stoppage or jobsite disruptive activity for any cause whatsoever with respect to this Project; and there shall be no lockout by Primary Employer or any Contractor; and it is expressly agreed that any such action is in violation of this Agreement. For purposes of the no strike provisions of this Agreement, Primary Employer shall be read to include IID, each Contractor and each Contractor's partners, parent entities, subsidiaries and affiliates. In the event of a violation of this provision, IID, Primary Employer or any Contractor, or any Union, shall be entitled to seek relief in court, specifically including injunctive relief, to restrain any such action on the part of the Union(s), Primary Employer, and/or any of its agents, representatives or employees.

7.2. Upon written notice or electronic mail notice of a violation to the local Union(s) and their officers, and their agents, representatives, employees and persons acting in concert with them, the local Union(s) shall take immediate action and will use their best efforts to prevent, end or avert any such aforementioned activity or the threat thereof by any of its officers, members, representatives or employees, either individually or collectively, including but not limited to, publicly disavowing any such action and ordering all such officers, representatives, employees or members who participate in such unauthorized activity to cease and desist from same immediately and to return to work and comply with its orders. Nothing in this Agreement shall be construed to limit or restrict the right of any of the parties to this Agreement to pursue fully any and all remedies available under law in the event of a violation of this Article 7.
7.3. Neither Primary Employer nor any Contractor shall incite, encourage or participate in any lockout or cause to be locked out any employee covered under the provisions of this Agreement. The term “lockout” does not refer to the discharge, termination or layoff of employees by any Contractor for any reasons in the exercise of its rights as set forth in any provision of this Agreement, nor does “lockout” include a decision by Primary Employer or any Contractor to terminate or suspend work on the site or any portion thereof for any reason other than a labor dispute.

7.4. Any employees violating Section 7.1 above are subject to discipline up to and including discharge. Employees discharged for violation of this Article 7 will not be referred by a Union for work on the Project. Such employees may invoke the grievance procedures of the Applicable Agreement.

7.5. Notwithstanding the provisions of Section 7.1 above, it is agreed that a Union retains the right to withhold the services of its members from a particular Contractor or 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 in the event the Union or any of its members withholds their services from such Contractor or subcontractor, Primary Employer shall have the right to replace such Contractor or subcontractor with any other Contractor or subcontractor who executes the Agreement to be Bound. No Union(s) shall withhold the services of its members under this provision without first giving Primary Employer and the individual Contractor alleged to be
delinquent in its benefit fund payments notice as provided in the applicable trust fund agreement, and an opportunity to cure the delinquency by tendering payment to the relevant trust funds. No employee shall be required to work for any Contractor who fails to make timely payments, however, employees of other Contractors shall continue to work without interruption.

7.6. In lieu of, or in addition to, any other action at law or equity, any party may institute the following binding arbitration procedure when a breach of Article 7 is alleged, after the Union(s) and local union(s), or Primary Employer and Contractor, as appropriate, have been notified of the fact.

7.6.1. The party invoking this binding arbitration procedure shall, at their option, notify the permanent Arbitrator under this binding arbitration procedure, Gerald McKay. In the event that the permanent Arbitrator is not available, the American Arbitration Association shall select an alternative Arbitrator within twenty-four (24) hours of notice. Written notice to the Arbitrator and other parties shall be by the most expeditious means available, including electronic mail if available. Such notice shall be provided to the party alleged to be in violation, and to the involved International Union President and local union or Primary Employer and Contractor, as appropriate.

7.6.2. Upon receipt of said notice the Arbitrator named above shall set and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists.
7.6.3. The Arbitrator shall notify the parties in writing by the most expeditious means available, including electronic mail if available, of the place and time chosen for the hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of a decision by the Arbitrator.

7.6.4. The sole issue at the hearing shall be whether or not the Arbitrator believes a violation of Article 7 has occurred. The Arbitrator shall not consider any matter in justification, explanation or mitigation of such violation. The decision shall be issued in writing within three (3) hours after close of the hearing, and may be issued without an opinion. If any party desires an opinion, one shall be issued within fifteen (15) days.

7.6.5. At any time before the matter is submitted for a decision, the grieving party has the right to withdraw the grievance without prejudice.

7.6.6. The award shall be final, binding and non-reviewable as to the merits. Such award may be enforced by a 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 any proceeding to obtain a temporary order enforcing the Arbitrator's award as issued under this Section 7.6, 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 by delivery to their last known address or by registered mail.

7.6.7. 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.

7.6.8. The expense of arbitration, including the cost of the Arbitrator and the cost of necessary expenses required to pay for facilities for the hearing of cases, shall be borne equally by both parties.

7.6.9. If a court or other tribunal of competent jurisdiction determines that a work stoppage has occurred in violation of Section 7.1, the Union(s) and its applicable local union shall, within four (4) hours of receipt of the court decision, direct all of the employees it represents on the Project to immediately return to work. The applicable local union shall provide the Contractor with copies of any written material it provides to employees it represents directing employees to return to work or, if such direction is provided orally, shall provide the Contractor with a faxed notice describing the direction given to employees and a description of how that direction was provided. If the Union(s) are found to have violated Section 7.1 or Section 7.2, then that Union(s) shall pay the sum of ten thousand dollars ($10,000.00) as liquidated damages to IID for each shift for which a violation has occurred, and for which the trade has not returned to work following the initial violation. For subsequent violations by the same Union, said Union shall pay the sum of fifteen thousand dollars ($15,000.00) as liquidated damages to IID for each
shift for which the trade has not returned to work as a result of that subsequent violation. The applicable court or tribunal shall retain jurisdiction to determine compliance with Section 7.1 and 7.2.

7.7. 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, the Union(s) shall continue to provide employees to the Contractors 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. In addition, if the new labor agreement provides for wage or benefit increases, then any Contractor shall pay to its employees who performed Covered Work at the Project during the hiatus between the effective dates of such labor agreements, an amount equal to any such wage and benefit increases established by the new labor agreement for such work performed.

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, certain safety disputes or successorship) shall be considered a grievance. Except as provided herein, any grievances involving interpretation and application of the Agreement will be governed by the Agreement's grievance
procedure as set forth below. Where a grievance against a contractor is solely under one Master Agreement or national agreement, the procedure for that agreement will apply. In cases where the procedures of more than one agreement are triggered for the same dispute by grieving trades, the Agreement grievance procedure will preempt all others for resolution of the dispute.

8.2. The Primary Employer and other Contractors, as well as the Unions, may bring forth grievances under this Article 8.

8.3. A grievance shall be considered null and void if not brought to the attention of the Contractor within five (5) working days after the incident that initiated the alleged grievance occurred or was discovered, whichever is later. The term "working days" as used in this Article 8 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 alleged grievance with the craft supervisor within five (5) working days after the Grievance has been brought to the attention of the Contractor.

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 then be referred in writing to the Business Manager(s) of the Union(s) affected and the Labor Relations representative of the Contractor for discussion and resolution. A copy of the written grievance shall also be mailed to the Primary Employer.
Step 3
In the event the matter remains unresolved in Step 2 above after five (5) working days, within five (5) working days thereafter, the alleged grievance may then be referred in writing to the Business Manager(s) of the affected Union(s) involved and the Manager of Labor Relations of the Contractor or the Manager's designated representative, and the Primary Employer 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 Primary Employer. An Arbitrator selected from a permanent panel of Arbitrators consisting of Louis Zigman, William Rule, Richard C. Solomon, and Howard Block will hear grievances filed pursuant to this Article. Should the parties be unable to mutually agree on the selection of an Arbitrator from among those on the panel, selection for that given arbitration shall be made by alternately striking names from the list of names on the panel until the parties agree on an Arbitrator or until one name remains. The first party to strike a name from the list shall alternate between the party bringing forth the grievance and the party defending the grievance. The Primary Employer shall keep a record of the sequence and shall notify the parties to the grievance as to which party has the right to strike a name first. In the event the last remaining 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 last stricken arbitrator 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 and on the Primary Employer. The Arbitrator's decision shall be confined to the issue(s) posed by the grievance and, except as provided in Section 13.1.1, 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. Any party to a grievance may invite the Primary Employer (and/or IID, if IID is not the Primary Employer) to participate in resolution of a grievance. The Primary Employer (and/or IID, if IID is not the Primary Employer) may, at its own initiative, participate in Steps 1 through 3 of the grievance procedure.

8.9. 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.

9. **JURISDICTIONAL DISPUTES**

9.1. 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.

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 Contractors 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 Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.
9.4. Each Contractor, upon award of a contract, will conduct a pre-job conference with the Local Council prior to commencing work. At the pre-job conference, the Contractor shall outline and discuss, in detail, the scope of work in the contract and the specific jurisdictional assignments of work designating the craft(s) to be used to perform the work, as required by the Plan. The Primary Employer and any general Contractor will be advised in advance of all such conferences and may participate if they wish.

9.5. All Contractors assigning, awarding or subcontracting work on the Project that is within the craft jurisdiction of a building trades union, including work that does not constitute Covered Work because it is not within the craft jurisdiction of any signatory Union, will comply with the requirement of the Primary Employer that no Contractor will assign that work to a non-signatory union or its members unless that union becomes signatory to this Agreement. The signatory Unions acknowledge this requirement of the Primary Employer and agree they will not contest this requirement.

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 willful violation of a well-established resolution under the Plan.

9.7. This Article 9 shall be enforceable in any court of competent jurisdiction, and, except for Section 9.5 above, shall not be subject to the grievance procedure of Article 8 or any other agreement.
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 Primary Employer, the other Contractors, and the Local Council. 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 on the Project. These monthly (or more frequent) meetings will also include discussion of the scheduling and productivity of work performed on the Project.

10.2. Prior to commencement of the Covered Work, Primary Employer, in coordination with the Local Council and signatory Unions, will conduct a meeting and provide an overview of the Project, introduce key Project personnel, review anticipated contract packages, anticipated work schedule, estimated manpower requirements, safety and security regulations as well as other pertinent Project information.

11. **MANAGEMENT RIGHTS**

11.1. Primary Employer and Contractors retain full and exclusive authority for the management of their work forces for all work performed under this Agreement. This authority includes, but is not limited to, the right to:

11.1.1. Plan, direct and control the operation of all the work.
11.1.2. Decide the number and types of employees required for the work in accordance with the Master Agreement; provided, however, that Contractors shall have the right to assign key employees to the Project in accordance with the appropriate local, area or regional Agreement or local customs or practices, whichever afford the greatest flexibility. Key employees are defined as craft employees who possess special skills or abilities.

11.1.3. Hire, promote and layoff employees as deemed appropriate to meet work requirements and/or skills required, and to select and hire directly all supervisory personnel above the classification of general foreman it considers necessary and desirable, without such persons being referred by the Union(s).

11.1.4. Contractors and Primary Employer have the right to implement reasonable Project Rules and Security, Environmental and Safety Regulations consistent with the provisions of this Agreement, to implement Conditions of Exemption imposed by the California Energy Commission, and to require all employees to observe said Project Rules and Regulations and Conditions of Exemption. These Rules and Regulations and Conditions of Exemption shall be supplied to the Unions, to all employees, and posted on the job site. A violation of the Project Rules and Regulations or Conditions of Exemption is just cause for disciplinary action up to and including termination, subject to the applicable grievance procedure.

11.1.5. Determine the work methods and procedures.

11.1.6. Determine the competency of all employees.
11.1.7. Assign and schedule work and work shifts at its sole discretion, and determine when overtime will be worked. There shall be no refusal by a craft to perform work or work shifts assigned, including overtime work.

11.1.8. All parties agree that chronic and/or unexcused absenteeism is undesirable and must be controlled. As such, any employee terminated for such absenteeism shall not be eligible for rehire on the Project for a period of no less than ninety (90) days.

11.1.9. Utilize any work methods, procedures or techniques and select and use any type or kind of materials, apparatus or equipment regardless of source, manufacturer or designer (subject to Article 2), and to assign, subcontract (subject to Article 3) and schedule work at its discretion.

11.1.10. The Unions understand the extreme importance of maintaining construction quality and maintaining the construction schedule. The Unions also understand that construction errors or delays in construction result in the loss of production, which creates a great loss to Primary Employer. Therefore, the Unions will encourage and advise the employees to exhaust every effort, ways and means to perform work of good quality and quantity. The parties recognize the necessity for eliminating restrictions and promoting efficiency and agree that no rules, customs or practices, other than those provided in the Master Agreement, shall be permitted that limit production or increase the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform, nor shall there be any restrictions against the use of any kinds of
machinery, tools or labor-saving devices. No rule or regulation shall be adopted that compromises employee safety. Nothing in this Agreement shall require any employee to engage in an unsafe work practice. The Contractor may utilize the most efficient methods or techniques of construction, tools or other labor saving devices to accomplish the work.

11.2. The employees covered by the terms of this Agreement shall at all times while in the employ of Primary Employer and/or Contractors be bound by the safety rules and regulations as established by Primary Employer, Contractors and applicable Safety Laws.

11.3. The Primary Employer shall have the right to implement a drug and alcohol testing program approved by the Local Council, which approval shall not be unreasonably withheld. The testing program shall include pre-employment, reasonable suspicion and post-accident testing, and shall provide for discipline up to and including discharge for any violation of the program.

11.4. Primary Employer and/or Contractors shall have the right to implement bonus or incentive programs approved by the Local Council, which approval shall not be unreasonably withheld.

11.5. The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth herein. Primary Employer and Contractors shall at all times retain all management rights which may exist at law or by custom and which are not specifically limited or prohibited by the terms of this Agreement.
12. **SUCCESSORSHIP AND SURVIVABILITY**

12.1. This Agreement is and shall be binding and legally effective upon (i) any successor to IID and (ii) any person or entity that acquires all or any portion of IID'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 IID, or an agreement for a merger or acquisition including ownership or control of IID, shall include an express assumption of the obligations and undertakings of IID 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 12.1, IID 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 IID from any of its obligations or undertakings under this Agreement.

12.2. This Article 12 shall be enforceable in any court of competent jurisdiction, and shall not be subject to the grievance procedure of Article 8.

13. **LABOR MANAGEMENT COOPERATION TRUST**

13.1. Primary Employer and each Contractor 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. Primary Employer and each Contractor shall execute a Subscriber Agreement covering these contributions, a copy of which is attached as Attachment B.

14. GENERAL PROVISIONS

14.1. If any article or provision of this Agreement shall become invalid, inoperative and/or unenforceable by operation of law or by declaration of any competent authority of the executive, legislative, judicial or administrative branches of the federal or state government, Primary Employer and its Contractors and the Unions shall suspend the operation of such article or provision during the period of its invalidity, and the Primary Employer and the Unions shall negotiate in its place and stead an article or provision that will satisfy the objections to its validity and that, to the greatest extent possible, will be in accord with the intent and purpose of the article or provision in question. The new article or provision negotiated by the Primary Employer and the Unions shall be binding on all parties signatory to this Agreement. The provisions of Article 7, Strikes and Lockouts, shall be in full force and effect during negotiation of any such language and for the full term of this Agreement.
14.2. 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.

14.3. It is mutually agreed that any liability under this Agreement by Primary Employer, any Contractor, the State Council, or any Union shall be several and not joint. Any alleged breach of this Agreement by a party shall not affect the rights, liabilities, obligations and duties among the other parties or between that party and any other party.

14.4. This Agreement is formed and shall be construed under the laws of the United States and the State of California. Any disputes arising under this Agreement shall be brought and heard exclusively in Imperial County, California, unless the parties otherwise agree in writing.

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

14.6. The provisions of this Agreement shall take precedence over conflicting provisions of any Applicable Agreement or any other collective bargaining agreement.
14.7. 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.

14.8. This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any signature pages may be assembled to form a single original document.

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

To IID:

John M. Federowicz, PE  
Energy Manager  
IID Energy  
P.O. Box 937  
Imperial, CA  92251  
Telephone: 760-339-9588

With copies to:

Jeff Garber, Esq.  
General Counsel  
Imperial Irrigation District  
P.O. Box 937  
Imperial, CA 92251  
Telephone: 760-339-9564

To the Unions:

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 Local Council:

Daniel Machain  
c/o IBEW 569  
4545 Viewridge  
San Diego, CA 92123

With a copy to:

Marc D. Joseph  
Adams Broadwell Joseph & Cardozo  
601 Gateway Boulevard, Suite 1000  
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.
15. WAIVER

15.1. 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 Primary Employer and each Contractor hereby expressly waives its 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 the Unions. This Agreement shall be a complete defense to any such challenge.

15.2. 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.

15.3. This Article shall be enforced pursuant to Article 8 of this Agreement and any grievance shall commence at Step 3 of Section 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.
16. **NON-DISCRIMINATION**

16.1. Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, disability, national origin, age, religion, Vietnam veteran, or Vietnam era status, or any other basis prohibited by law. The parties also agree that no person shall be subject to unlawful harassment on any basis prohibited by law, including sexual or racial harassment.

16.2. The responsible Union(s) will indemnify and hold harmless IID and all Contractors on the Project for any liability attributed to that Union(s) for violating the laws, regulations and policies that prohibit discrimination or harassment. Likewise, IID, if it is held responsible, or the responsible Contractor(s) on the Project will indemnify and hold harmless the affected Union(s) for any liability attributed to IID or a Contractor(s) for violating the laws, regulations and policies that prohibit discrimination or harassment.

16.3. Where adherence to a provision of a collectively bargained agreement would conflict with any order, regulation or law enforcing discrimination laws from any competent authority of the executive, legislative, judicial or administrative branch of the federal, state or local government, this said order, regulation or law will supersede the conflicting provision of this Agreement.

16.4. The Unions and Primary Employer agree that nothing in this Agreement or any Applicable Agreement will prevent the reasonable accommodation of a person with a disability, and that Primary Employer and any of
its Contractors, in their sole discretion, may provide any such accommodation required by law. Such accommodations include, but are not limited to, providing light duty assignments to employees even though such positions may be generally reserved for an employee with greater seniority.

17. TERM OF AGREEMENT

17.1. The term of this Agreement shall commence on the date indicated below as the date of execution, and shall continue in effect until completion of all Covered Work pursuant to Article 2. Covered Work shall be deemed completed upon “final acceptance” of the Project and custody is transferred to IID.

17.2. In the event that the Small Power Plant Exemption (“SPPE”) submitted to the California Energy Commission for the Project is withdrawn or terminated and not replaced with an Application for Certification (“AFC”), or the SPPE is denied by the California Energy Commission, not replaced with an AFC and the time periods for reconsideration under Public Resources Code § 25530 and appeal of the denial under Public Resources Code § 25901 have expired with no reconsideration granted or appeal sought, IID may notify the State Council and the Local Council and terminate this Agreement.

17.3. In the event construction of the Project is not commenced prior to the final deadline, without right of extension, for the commencement of construction established by the California Energy Commission, and prior to final expiration, without right to renew, of the authority to construct permit from the Imperial
ATTACHMENT A
AGREEMENT TO BE BOUND
PROJECT LABOR AGREEMENT
NILAND GAS TURBINE PLANT PROJECT

The undersigned hereby certifies and agrees that:

1.) It is a Contractor as that term is defined in Section 1.5 of the Project Labor Agreement for the Niland Gas Turbine Plant Project ("Agreement") because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work on the Project (as defined in Sections 1.2 and 2.1 of the Agreement), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

2.) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it 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, only for the duration and scope of the Contractor's work on the Project.

3.) If it performs Covered Work, it will be bound by the legally established trust agreements designated in local master collective bargaining agreements, and hereby 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 undersigned.

4.) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.

5.) It will secure a duly executed Agreement to be Bound, in form identical to this document, from any Contractor at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

DATED: 12/29/04

Name of Employer

(Authorized Officer & Title)

Timothy R. Healy
President, ARG Industrial

(Address)
ATTACHMENT B
SUBSCRIBER AGREEMENT

The undersigned hereby adopt the Trust Agreement known as the State Building & Construction Trades Council Labor-Management Cooperation Trust Agreement, hereinafter referred to as "Trust" and agree to be bound by the terms thereof. The undersigned employer Subscriber and Union hereby grant Powers of Attorney to the Board of Trustees now holding office, or to the successors, to administer the Trust as representatives of the employer and Union respectively, with full power and authority to act for the employer and Union in all matters of administration of the Trust. In no event shall the Union or employer be responsible for any act or omission of the Trustees nor shall the Union or employer have any liability for any debt or liability of the Trust or its Trustees.

Commencing on the first day of work under the attached agreement, and payable not later than the 15th day of each month thereafter, the employer Subscriber shall pay to the Trust the amount specified by the Agreement for all hours worked under the Agreement by the employees of the employer Subscriber for which contributions to the Trust are required by the Agreement. The undersigned employer Subscriber acknowledges that the failure by the employer to timely remit required contributions will result in liquidated damages being payable under the Trust Agreement to which the employer Subscriber is hereby bound.

The undersigned represent and warrant that they are authorized to execute this Agreement on behalf of their respective organizations and that by their respective execution of this Subscriber Agreement their respective organizations are fully bound hereto and the provisions of the Trust Agreement.

By: [Signature]
Employer/Subscriber

Date: 12/20/06

By: [Signature]
State Building & Construction Trades Council

Date

1546-018a
County Air Pollution Control District, IID may notify the State Council and the Local Council and terminate this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of October 23, 2006.

IMPERIAL IRRIGATION DISTRICT

By: Andy Horne 6-20-06
President of the Board

STATE BUILDING & CONSTRUCTION TRADES COUNCIL OF CALIFORNIA

By: Robert L. Balgenorth
President

BUILDING & CONSTRUCTION TRADES COUNCIL OF IMPERIAL COUNTY

By: Daniel Machain
Business Manager
President
UNIONS

ASBESTOS WORKERS LOCAL #5
By: [Signature]

CARPENTERS LOCAL #547
By: [Signature]

BRICKLAYERS & ALLIED CRAFTWORKERS LOCAL #4
By: [Signature]

CEMENT MASONS LOCAL #500
By: [Signature]

ELECTRICAL WORKERS LOCAL #569
By: [Signature]

IRON WORKERS LOCAL #229
By: [Signature]

LABORERS LOCAL #1184
By: [Signature]

MILLWRIGHTS LOCAL #107
By: [Signature]

OPERATING ENGINEERS LOCAL #12
By: [Signature]

PAINTERS & ALLIED TRADES DISTRICT COUNCIL #36
By: [Signature]

PLUMBERS & PIPE FITTERS LOCAL #230
By: [Signature]

LANDSCAPE IRRIGATION UNDERGROUND AND SPECIALTY PIPING LOCAL #345
By: [Signature]

SHEET METAL WORKERS LOCAL #206
By: [Signature]

SPRINKLER FITTERS LOCAL #669
By: [Signature]

TEAMSTERS LOCAL #166
By: [Signature]

BOILERMAKERS LOCAL #92
By: [Signature]
UNIONS

ASBESTOS WORKERS LOCAL #5
By: [Signature]

CARPENTERS LOCAL # 547
By: [Signature]

ELECTRICAL WORKERS LOCAL #569
By: [Signature]

LABORERS' LOCAL #1184
By: [Signature]

OPERATING ENGINEERS LOCAL #12
By: [Signature]

PLUMBERS & PIPE FITTERS LOCAL #230
By: [Signature]

SHEET METAL WORKERS LOCAL #206
By: [Signature]

TEAMSTERS LOCAL #166
By: [Signature]

BRICKLAYERS & ALLIED CRAFT-WORKERS LOCAL #4
By: [Signature]

CEMENT MASON'S LOCAL #500
By: [Signature]

IRON WORKERS LOCAL #229
By: [Signature]

MILLWRIGHTS LOCAL #1607
By: [Signature]

PAINTERS & ALLIED TRADES DISTRICT COUNCIL #36
By: [Signature]

LANDSCAPE IRRIGATION UNDERGROUND AND SPECIALTY PIPING LOCAL #345
By: [Signature]

SPRINKLER FITTERS LOCAL #669
By: [Signature]

BOILERMakers LOCAL #92
By: [Signature]