PROJECT LABOR AGREEMENT

FOR

THE COSUMNES PROJECT

SACRAMENTO, CALIFORNIA
1. INITIAL PROVISIONS

1.1. This Project Labor Agreement ("Agreement") is entered into by the contractors and subcontractors that have executed this Agreement ("Employers"), and the Building & Construction Trades Council of Sacramento County ("Council") and its affiliated local unions who have executed this Agreement, all of whom are referred to collectively as the "Unions."

1.2. The Cosumnes Power Plant Project (the "Project") is an approximately 1,000 MW electric generating facility located in Sacramento, California that is owned by the Sacramento Municipal Utility District ("SMUD"). SMUD is a public agency formed pursuant to the laws of the state of California. The Project will be constructed in two phases. This Agreement applies to all phases of construction.

1.3. The Employers signatory to this Agreement are contractors and subcontractors primarily engaged in the construction industry. Any Employer directly awarded work by SMUD shall also be known as the "Primary Employer."

1.4. As provided below, Employers performing certain construction work on the Project will be subject to this Agreement by executing the attached Employer Agreement to be Bound ("Attachment A").

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

1.6. 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 the California Energy Commission and any other agencies with authority over the Project.

1.7. A large labor pool 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 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.

1.9. As a public agency, SMUD has a firmly established policy of promoting diversity and utilization of Sacramento area businesses through the SMUD Supply Diversity Program ("SDP") and the SMUD Supplier Emerging Enterprises Development Program ("SEED"). The provisions implementing the SDP and SEED programs are integrated throughout this Agreement and no portions of this Agreement are severable. In particular, the provisions of this Agreement regarding subcontracting and referral of employees are applicable only in the context of a

3/7/05
public agency with SDP and SEED programs. SMUD would not require Employers to utilize this Agreement if the Agreement did not implement the SDP and SEED programs as provided in the Agreement. SMUD and the Unions agree that these provisions would not be applicable to a project developed by a private developer and that different subcontracting provisions would instead be applicable. Therefore, by this Agreement pledge to work and cooperate with the management of the Project to produce the most efficient utilization of local labor, and to assist SMUD and the Employers in using SDP and SEED Employers on the Project.

2. **SCOPE OF AGREEMENT**

2.1. This Agreement covers all on-site construction 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 (including those in linear corridors built to serve the Project), pumps, pump stations, start-up, site preparation, survey work and soils and material inspection and testing, demolition related to construction, 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 near the Project. All fabrication work over which the Owner 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. For the convenience of the 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. This Agreement applies to all employees performing Covered Work. It does not apply to Employers’ supervisors, technical or non-manual employees including, but not limited to, executives, office and clerical employees, drafters, supervisors, engineers not performing Covered Work described in Section 2.1, timekeepers, messengers, guards, inspectors or any other employees above the classification of general foreman or who perform administrative/clerical functions.

2.3. After construction and installation is completed by the Employers and upon acceptance, it is understood that SMUD and/or its plant operator reserve the right to perform start-up, commissioning and operation not within the scope of this Agreement using persons of its choice. However, commissioning rework and modifications normally provided as a function of the construction effort will be performed by members of the Unions. A manufacturer or its representatives may
perform industry standard work to satisfy its guarantee or warranty prior to start-up of a piece of equipment.

2.4. This Agreement is not intended to, and shall not govern any other construction work performed on behalf of SMUD and is not intended to and shall not affect the operation or maintenance of SMUD's other operations.

3. **SUBCONTRACTING**

3.1. Primary Employer and each other Employer agree that it will subcontract work to be done on the Project only to a person, firm, or corporation who (a) is or becomes party to this Agreement, and (b) participates in an apprentice training program certified by the California Department of Industrial Relations, Division of Apprenticeship Standards.

3.2. Any Employer, union or nonunion, including contractors awarded contracts under the SDP and/or SEED, may perform Covered Work on the Project provided that, as a condition to working on the Project, it becomes signatory to and performs all work under the terms of this Agreement. Before being authorized to perform any Covered Work, Employers shall become a party to this Agreement by signing an Employer Agreement to be Bound, which is provided as Attachment A to this Agreement, and shall execute the Subscriber Agreement (Attachment B). Every Employer shall notify the Council in writing within three business days after it has subcontracted work, and shall at the same time provide to the Council a copy of the executed Employer Agreement to be Bound and Subscriber Agreement.

3/7/05
3.3. Nothing in this Agreement shall in any manner whatsoever limit the
rights of any Employer to subcontract work or to select its contractors or
subcontractors, provided, however, that all Employers, at all tiers, performing
Covered Work shall be required to comply with the provisions of this Agreement.
Every Employer shall notify each of its contractors and subcontractors of the
provisions of this Agreement and require as a condition precedent to the 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. If any Employer fails to provide the Council with the Employer
Agreement to be Bound and Subscriber Agreement executed by its subcontractor,
that Employer shall be liable for 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 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 including but not limited to travel, subsistence,
show up and shift premium pay, 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 with traditional and customary building
trades jurisdiction over the Covered Work ("Master Agreement").

3/7/05

6
4.2. Any special interest bargaining that establishes wage rates, classifications, zones, or wage escalations which apply exclusively to the Project will not be recognized.

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 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. Membership under this Article shall be satisfied by the tendering of periodic dues and periodic fees uniformly required to the extent required by law. Such membership shall be maintained by employees while performing Covered Work.

5.3. Except as otherwise provided herein, the Unions shall be the sole source of all craft employees performing Covered Work on 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. Employers retain the right to be the sole judge of an applicant’s qualifications and the discretion to reject for good cause any job applicant referred by the Union. In
the event that a SEED or SDP Employer wishes to hire employees not referred by the Unions, it may do so provided that any employee hired in this manner shall be subject to and comply with the requirements of Section 5.2, above. A person shall be considered an employee of a SEED or SDP Employer if (a) that employee's name appears on the Employer's active payroll as a full time employee for 50 of the 100 working days before the award of the construction contract, (b) that employee has worked a total of at least 1,500 hours in the construction craft during the past two years, (c) that employee possesses any license required by state or federal law for the work to be performed, and (d) that employee has the ability to safely perform the basic functions of the applicable trade.

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. The parties to this Agreement support the development of minorities and women to become skilled construction workers. To this end, the Unions actively recruit and train minorities and women to be journey-level workers and apprentices to work on this Project and assist them in participating in apprenticeship and training programs operated by the Unions to the fullest extent permitted by law.
5.6. This Agreement is limited to Covered Work and does not require any employer signed to this Agreement to sign or be bound by a local or other master agreement.

6. STRIKES AND LOCKOUTS

6.1. During the life of this Agreement, the Unions, their agents, their representatives, their members 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 the Employers agree not to lock out employees; and it is expressly agreed that any such action is in violation of this Agreement.

6.2. Upon written facsimile notice of a violation to the Local and International Union(s) office, that Union(s) and its officers, members, representatives or employees (the “applicable Union(s)”) shall take immediate action and will use its (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. In the event of a violation of this provision by employees, if
the Union is unable to refer replacement employees within forty-eight (48) hours, the Employer shall be free to obtain employees from any source. In the event of a work stoppage by the Union(s) in violation of this Agreement, the Employer(s) shall have the right to replace the employees represented by the violating Union(s) in any way the Employer(s) chooses. In the event of a violation of this provision, any Employer 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, members or employees.

6.3. Notwithstanding the provisions of Section 6.1 above, it is agreed that a Union, after having given written notice to the Primary Employer and affected Employer(s) of its intent to withhold the services of its members, retains the right to withhold the services of its members from a particular Employer that fails to make timely payments to the Union’s benefit plans, or fails to timely pay its weekly payroll, in accordance with the Master Agreement with the Union; provided, however, that the Union shall give ten (10) days notice to the Primary Employer prior to withholding the services of its members, and in the event the Union or any of its members withholds their services from such Employer, the Primary Employer shall have the right to replace such Employer with any other Employer who executes the Agreement to be Bound and Subscriber Agreement.

6.4. 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. In addition, if the new labor agreement provides for
wage or benefit increases, then any Employer 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.

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

8.3. Grievances shall be settled according to the following procedure:

**Step 1**
The Steward and the grievant shall attempt to resolve the grievance with the craft supervisor.

**Step 2**
In the event the matter remains unresolved in Step 1 above, within five (5) working days after notice to the Unions, the alleged grievance in writing may then be referred to the Business Manager of the Craft Union and the Labor Relations representative of the Employer for discussion and resolution. A copy of the written grievance shall also be mailed/faxed to the Primary Employer.

**Step 3**
In the event the matter remains unresolved in Step 2 above within five (5) working days, the grievance in writing may then be referred to the representative of the Craft Union involved and the Manager of Labor Relations of the Employer or the Manager's designated representative, and the Primary Employer for discussion and resolution.
Step 4

If the grievance is not settled in the preceding steps 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 will be selected by the mutual agreement of the parties to the grievance. 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 parties shall select another arbitrator. A reasonable time is defined as fifteen (15) days where the grievance concerns employment discharge and thirty (30) days for all other grievances. Should the parties be unable to mutually agree on the selection of an Arbitrator, selection for that given arbitration shall be made by seeking a list of seven (7) arbitrators from either the Federal Mediation and Conciliation Service and alternately striking names from the list of names on the list 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. 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.

8.4. The Arbitrator’s decision shall be submitted in writing and shall be final and binding on all parties signatory to this Agreement. 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. 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.
8.5. The Primary Employer and other Employers, as well as the Unions, may bring forth grievances under this Article.

8.6. 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 and intentional 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 Council prior to commencing work. The Primary Employer and any general contractor 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. 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 Primary Employer, 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 Employers 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 covered by this Agreement, a Pre-Job Conference and/or Mark-Up Meeting shall be required upon request of any Union, Employer or the
Primary Employer.

10.3. The Primary Employer will schedule and attend all Pre-Job Conferences and Mark-Up Meetings.

11. MANAGEMENT RIGHTS

11.1. The Primary Employer and other Employers retain and shall exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this Agreement. The Primary Employer and other Employers shall have the exclusive right to plan and control the work; to determine the number and types of craft employees (subject to Section 9.1); to discharge, suspend, or discipline employees for just cause; to utilize work methods, procedures, and techniques of their choosing; and to assign, subcontract (subject to Article 3), and schedule work at their discretion.

11.2. The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth in this Article. The Primary Employer and other Employers 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. 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 Sacramento-Sierra Building &
Construction Trades Council Labor Management Cooperation Trust or its designee,
186 ("Trust"). 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 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 applicable Master Agreement shall apply to Covered Work on this Project.

13.4. The provisions of this Agreement shall take precedence over conflicting provisions of any local, area, regional or national agreement with respect to a Union.

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 Primary Employer:  
To the Council:

Matt Kelly  
Building & Construction Trades Council  
2840 El Centro Road, Suite 107  
Sacramento, California  95833  
Telephone: 916-924-0424

With copies to:

Colin Taylor  
Sacramento Municipal Utility District  
6201 S Street  
Sacramento, CA 95817

3/7/05
Either party may notify the other in writing if its person designated to receive notice is changed.

14. **TERM OF AGREEMENT**

14.1. 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 complete upon "final acceptance" of the Project by the Owner.

14.2. In the event that the Application for Certification submitted to the California Energy Commission for the Project is withdrawn and the Application proceeding is terminated pursuant to 20 CCR § 1709.8, or the Application is denied by the California Energy Commission and the time periods for reconsideration under Public Resources Code § 25530 and appeal of the denial under Public Resources Code § 25531 have expired with no reconsideration granted or appeal sought, the Owner may notify the Council and terminate this Agreement.

14.3. 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 Sacramento Metropolitan Air Quality Management District, the Owner may notify the Council and terminate this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of ________________, 2002.

PRIMARY EMPLOYER

By: 
Title:

BUILDING & CONSTRUCTION TRADES COUNCIL OF SACRAMENTO COUNTY

By: 
   Business Manager
UNIONS

[insert names of local unions]
ATTACHMENT A
AGREEMENT TO BE BOUND

PROJECT LABOR AGREEMENT
COSUMNES PROJECT

The undersigned, as a contractor or subcontractor (hereafter "Contractor") on the Cosumnes Project, as defined in Section 1.2 (hereafter "Project"), of the Project Labor Agreement (hereafter "Agreement"), for and in consideration of the award to it of a contract to perform work on said 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 said Agreement.

4.) Agrees to secure from any Contractor(s) (as defined in said Agreement) which 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)
ATTACHMENT B
SUBSCRIBER AGREEMENT

The undersigned hereby adopt the Trust Agreement known as the Sacramento 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: ____________________________
    Employer/Subscriber
    Date

By: ____________________________
    Sacramento Building & Construction Trades Council
    Date