BUILDING TRADES AGREEMENT

The Agreement entered into this 9th day of January, 1995, between the Walsh Construction Company, (a Division of Guy F. Atkinson Company), hereinafter referred to as the "Employer"; and the Sacramento-Sierra’s Building and Construction Trades Council, AFL-CIO, the Local Unions, who become signatory hereto, hereinafter referred to as the "Unions" or individually as the "Union".

Each Employer shall alone be liable and responsible for his own individual acts and conduct and for any breach or alleged breach of this Agreement. Any alleged breach of this Agreement by an Employer or dispute between the signatory Union(s) and the Employer respecting compliance with the terms of this Agreement shall not affect the rights, liabilities, obligations and duties between the signatory Union(s) and each other Employer party to this Agreement.

Furthermore, each Union shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement. Any alleged breach of this Agreement by a signatory Union shall not affect the rights, liabilities, obligations and duties between the signatory Union(s) and each other Employer party to this Agreement.

WHEREAS, the Employer is engaged in the construction of industrial operating and/or manufacturing facilities such as oil refineries, chemical processing plants, pharmaceutical facilities, iron and steel production facilities, non-ferrous metal production facilities, power generating facilities, paper mills, cement plants, breweries, rubber production and tire manufacturing plants, and other industrial facilities, and

WHEREAS, the Union has in membership, competent, skilled and qualified workers possessing the skills and abilities required to perform the work incidental to the effective accomplishment of such construction work, and

WHEREAS, the Employer and the Union desire to mutually establish and stabilize wages, hours and working conditions for the workmen employed on construction projects by the Employer, and further, to encourage close cooperation between the Employer and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist between the parties to this Agreement.

NOW, THEREFORE, the Employer and the Unions in consideration of the mutual promises and covenants herein contained, mutually agree as follows:
ARTICLE 1
PURPOSE

Section 1-1. The purpose of this Agreement is to promote efficiency of construction operations on the Proctor & Gamble Co Generation Project covered by this Agreement and provide for peaceful settlement of labor disputes without strikes or lockouts thereby promoting the public interest in assuring the timely and economical completion of the work.

Section 1-2. It is also the intent of the parties to set out standing working conditions for the effective prosecution of said construction work, herein to establish and maintain harmonious relations between all parties to the Agreement, to secure optimum productivity and to eliminate strikes, lockouts, or delays in the prosecution of the work undertaken by the Employer.

ARTICLE 2
RECOGNITION

Section 2-1. The Employer recognizes the Sacramento-Sierra's Building and Construction Trades Council and the signatory Local Unions as the sole and exclusive bargaining representatives for its craft employees employed on the jobsite covered by this Agreement.

ARTICLE 3
SCOPE OF AGREEMENT

Section 3-1. It is the intent of the parties that this Agreement be utilized as a stabilization agreement for the Proctor & Gamble Co Generation Project.

Section 3-2. This Agreement shall apply only to construction craft employees represented by the Unions signatory hereto, and shall not apply to the Employer's, executives, engineers, draftsmen, supervisors, assistant supervisors, timekeepers, warehousemen, messengers, office and clerical workers, guards, or other non-manual employees.

Section 3-3. This Agreement represents the complete understanding of the parties and none of the provisions in any local, regional/area or national collective bargaining agreement shall apply to the project unless specifically incorporated in this Agreement.

Section 3-4. Construction testing and inspection shall be performed by the Employer. It is understood that the Owner may designate technical representatives to direct union craftsmen in running tests on assemblies and subassemblies prior to acceptance of same by Owner. After installation is completed by the Employer and upon
acceptance, it is understood the Owner reserves the right to perform start-up, operation, repair, maintenance, or revision of equipment or systems with persons of his choice. If required, a manufacturer's service representative may make a final operational check to protect the terms of the manufacturer's guarantee, warranty, or for any other reason prior to start-up of a piece of equipment.

Section 3-5. Some equipment and machinery specified for the Project will have been completely preassembled, test run, and then dismantled for shipment by the Vendors. All equipment, machinery and components purchased for the Project, including interconnecting electrical, piping and ductwork, will be expeditiously installed at the Project. There will be no refusal by the Union workers to connect prefabricated conduit, wire, piping, ductwork, etc. supplied by any Vendors.

Some of the equipment and machinery is of a highly technical nature and will require direct supervision by the Vendors employees and representatives. The Union will honor the right of each Vendor at any time to have its employees and representatives supervise the installation of the equipment and machinery and to have its employees and representatives make adjustments and modifications deemed necessary for proper installation of the equipment and machinery.

The Owner has the right to accept the installation of each item of equipment or machinery on an individual basis, for any reason whatsoever, regardless of the status of completion or whether other items of equipment or machinery in the vicinity have been installed or whether construction of the building has been completed.

ARTICLE 4
ADMINISTRATION OF AGREEMENT

Section 4-1. The parties to this Agreement shall establish a Joint Administrative Committee. The Sacramento-Sierra's Building and Construction Trades Council and the Employer shall each appoint (2) individuals to represent each organization on the Joint Administrative Committee.

Section 4-2. The Joint Administrative Committee shall meet as required but not less than once each quarter to review the operation of this Agreement.

Section 4-3. The procedures of operation and areas of responsibility shall be as outlined by the terms of this Agreement.

Section 4-4. The Joint Administrative Committee shall monitor the Project and shall be empowered to resolve any dispute, except Employee - Employer grievances, over the intent and application of this Agreement.
ARTICLE 5
MANAGEMENT RIGHTS

Section 5-1. The Employer retains 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 Employer shall have the exclusive right to plan and control the work; to determine the number and types of craft employees required; to discharge, suspend, or discipline employees for just cause; to utilize work methods, procedures, and techniques of its choosing; and to assign, subcontract, and schedule work at its discretion.

Section 5-2. The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth in this Article. The Employer 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.

ARTICLE 6
REFERRAL OF EMPLOYEES

Section 6-1. The Employer shall have the unqualified right to select and hire directly all supervisors it considers necessary and desirable without such persons being referred by the Unions. Applicants for the various classifications covered by the Agreement required by the Employer on its projects, shall be referred to the Employer by the Unions. The Employer shall have the right to determine the competency of all employees, the right to determine the number of employees required, and shall have the sole responsibility for selecting the employees to be laid off. The Employer shall also have the right to reject any applicant referred by the Unions. This Section is subject to the provisions of Article 18, Section 18-2, and Article 3, Section 3-2.

Section 6-2. The Union represents that they will administer and control their referrals and it is agreed that these referrals will be made in a non-discriminatory manner and in full compliance with Federal, State and local laws and regulations which require equal employment opportunities and non-discrimination. Referrals shall not be affected in any way by the rules, regulations, by-laws, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.

Section 6-3. Employer referral requests made by or before 4:00 p.m. shall be filled by the Unions so that employees report to work at the beginning of the following day's shift. In the event the referral facilities maintained by the Local 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.

Section 6-4. The Unions shall not knowingly refer employees currently employed by the Employer to other employment.

Section 6-5. The Unions will exert their utmost efforts to recruit sufficient numbers of skilled craftsmen to fulfill the manpower requirements of the Employers.

Section 6-6. The Employer contractor shall have the right to assign key employees to the approved project. Key employees are defined as craft employees who possess special skills or abilities and are not readily available in the area.

Section 6-7. Where governmental agencies impose equal employment obligations on the Employer's project, referral procedures shall be subordinate to such obligations.

ARTICLE 7
ABSENTEEISM

Section 7-1. The Employer and the Union agree that chronic and/or unexcused absenteeism is undesirable and must be controlled. Employees that develop a record of such absenteeism shall be identified by the Employer to the appropriate referral facility and the Employer shall support such action with the work record of the involved employee. Any employees terminated for such absenteeism may not be eligible for rehire on that project.

ARTICLE 8
HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

Section 8-1. 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.

Section 8-2. Any employee reporting for work and for whom no work is provided, except due to inclement weather or other conditions beyond the control of the Employer, shall receive two (2) hours pay at the regular straight time hourly rate. Any employee who starts to work and works beyond the two (2) hours will be paid for actual time worked. Whenever minimum reporting pay is provided for employees they will be required to
remain at the project site available for work for such time as they receive pay, unless
released sooner by the Employer’s principal supervisor or his designated representative.
The provisions of this Section are not applicable where the employee voluntarily quits or
lays off or is out by reason of a strike, or as provided in Section 8-5 of this Agreement, in
which case he shall be paid for the actual time worked.

Section 8-3. 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 time and one-half. 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 local agreement, but not to exceed one and one-
half the straight time rate of pay.

Section 8-4. It will not be a violation of this Agreement when the Employer
considers it necessary to shut down to avoid the possible loss of human life because of an
emergency situation that could endanger the life and safety of an employee. In such cases,
employees will be compensated only for the actual time worked. In the case of a situation
described above whereby the Employer requests employees to wait in a designated area
available for work the employees will be compensated for the waiting time.

Section 8-5. Shifts may be established when considered necessary by the Employer.

(a) Shift hours and rates will be as follows:

First Shift  Eight (8) hours pay for eight (8) hours worked plus one-half
(1/2) hour unpaid lunch period.

Second Shift Eight (8) hours pay for eight (8) hours worked plus one half
(1/2) hour unpaid lunch period.

Third Shift  Eight (8) hours pay for eight (8) hours worked plus one half
(1/2) hour unpaid lunch period.

(b) Shift shall be established and continue for a minimum of three (3)
consecutive work days.

(c) If only two shifts are to be worked, the Employer may regulate starting times
of the two shift operations to permit the maximum utilization of daylight
hours.

Section 8-6. Recognized holidays shall be as follows: New Year’s Day, Memorial
Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving and
Christmas Day. Under no circumstances shall any work be performed on Labor Day
except in cases of emergency involving life or property. In the event a holiday falls on
Sunday, the following day, Monday, shall be observed as such holiday. 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.

ARTICLE 9
SECURITY OF MATERIAL, EQUIPMENT AND TOOLS

Section 9-1. Security procedures for the control of tools, equipment and materials shall be solely the responsibility of the Employer. The Employer will be responsible to cover the costs of the full prior agreed inventory of employee tools lost because of fire, flood or theft. Tools broken or damaged in the course of employment will be replaced or reimbursement will be made by the Employer upon the presentation of satisfactory evidence. The inspection of incoming shipments of equipment, apparatus, machinery and construction materials of every kind shall be performed at the discretion of the Employer by individuals of his choice. It is further agreed that the Employer may designate and operate centrally controlled tool rooms, warehouses and storage areas, and that employees required for such operations will be at the Employer's sole discretion.

Section 9-2. All employees will comply with the security procedures established by the Employer.

ARTICLE 10
WAGE SCALES AND BENEFITS

Section 10-1. The Employer agrees to pay base hourly wage rates for those classifications outlined in Appendix A covering the signatory Local Unions.

Section 10-1a. The Employer and the Unions agree that wage premiums, such as those based on height of work, type of work or materials, special skills, etc., impose unreasonable costs on construction, are considered contrary to the best interest of the industry, and shall not be paid on the approved project of the Employer.

Section 10-1b. The terms of this Agreement shall not apply to work being performed under the terms of the Stack and Cooling Tower Agreements, and the Elevator Constructors National Agreement.

Section 10-2 The Employer agrees to pay employee benefit contributions as outlined in Appendix A.

Section 10-2a. The Employer and the Unions agree that only bona fide employee benefits as accrued to the direct benefit of the employee (such as pension, health and welfare, vacation, apprenticeship and training funds) shall be included in Schedule A and paid by the Employer on the Project. Industrial promotion or administrative funds which
do not accrue to the direct benefit of employees, as may be shown on the Schedule A's attached hereto, are not considered benefits for the purposes of this Agreement and shall not be paid by the Employer on the Project. In lieu of the aforementioned industry and administrative funds, Employer shall make payments to "Construction Industry Cooperation Trust" pursuant to Addendum B of this Agreement.

Section 10.2b. The Employer adopts and agrees to be bound by the written terms of legally established trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds. The Employer authorizes the parties to such trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Employer. Nothing contained in this Section is intended to require the Employer to become a party to nor be bound by a local collective bargaining agreement except for the employee benefit fund contributions as required herein, nor is the Employer required to become a member of any employer group or association as a condition for making such contributions.

Section 10-3. See Addendum "A"

Section 100-4 See Addendum "B".

ARTICLE 11
APPRENTICES-TRAINEE/HELPERS/SUBJOURNEYMEN

Section 11-1. Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, the Employer will employ apprentices in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

Section 11-2. An Employer may employ pre-apprentices, trainee/helpers and/or subjourneymen for Unions recognizing such classifications to perform such work which is customarily performed by their craft. The pre-apprentices, trainee/helper and/or subjourneymen will not be a currently registered apprentice. The rate of pay and the number of employees to be employed in such classification shall be established for the project as outlined in Appendix A. It is understood by all parties that, however, those Unions who have not recognized such classification shall agree to furnish the Employer a sufficient number of apprentices to allow the Employer to be competitive for the project. The required ratio of apprentices for this specific project shall be established in accordance with Appendix A.

Section 11-3. Trainees/helpers and/or subjourneymen may be reclassified to journeymen status or to a registered Apprentice Classification, or a formal training
program, as appropriate, when they have demonstrated their qualifications for such reclassification to the mutual satisfaction of the Employer and the local Union involved.

ARTICLE 12
PAYMENT OF WAGES - CHECKING IN AND OUT

Section 12-1. Wages will be paid weekly by check on a designated day during working hours and in no case shall more than five (5) days pay be held back in any one payroll week.

Section 12-2. The Employer may utilize brassing, time clocks or other systems to check employees in and out. Each Employee must check himself in and out. The Employer will provide adequate facilities for checking in and out in an expeditious manner.

ARTICLE 13
GRIEVANCE ADJUDICATION PROCEDURE

Section 13.1a. It is specifically agreed that in the event any disputes arise out of the interpretation or application or this Agreement, excluding questions of jurisdiction of work, the same shall be settled by means of the procedure set out herein. No such grievance shall be recognized unless called to the attention of the Employer by the Union or to the attention of the Union by the Employer within five (5) days after the alleged violation was committed.

Section 13.1b. Grievances shall be settled according to the following procedure:

Step 1: The dispute shall be referred to the Business Representative of the local union involved or his designated representative and the Project Superintendent and/or the Employer's representative at the construction project.

Section 13.1c.

Step 2: In the event that the Business Representative of the Local Union and the Project Superintendent and/or the Employer representative at the construction site cannot reach agreement within five (5) calendar days the matter shall be referred to the Joint Administrative Committee.

Section 13.1d.
Step 3: If the dispute is not resolved within ten (10) calendar days after being referred to the Administrative Committee, the Employer and the Union shall refer the dispute to a mutually agreed upon Arbitrator, for final and binding arbitration. The decision of the Arbitrator shall be binding upon all parties. The Arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of this Agreement. The expense of the impartial Arbitrator shall be paid by the losing party.

Section 13-2. The time limits specified in any step of the Grievance Procedure may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate Step of the Grievance Procedure. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such grievance to the other without precedent to the processing of and/or resolution of like or similar grievances or disputes.

Section 13-3. In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent-setting.

ARTICLE 14
UNION SECURITY

Section 14-1. All employees covered by this Agreement now in the employ of the Employer shall remain members in good standing in the Union during the term of this Agreement, and all workers hereinafter employed by the Employer, shall become members of the Union seven (7) days after the date of their employment and shall remain members of the Union in good standing during the term of this Agreement.

Section 14-2. In interpreting good standing, the Employer shall not discharge any employee for non-membership in the Union: (a) if he has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members, or (b) that the Employer has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

ARTICLE 15
JURISDICTIONAL DISPUTES

Section 15-1. There will be no strikes, no work stoppages or slow downs or other interferences with the work because of jurisdictional disputes.

Section 15-2. The parties hereto agree that all jurisdictional disputes over division of work with crafts affiliated with the Building and Construction Trades Department, AFL-CIO will be settled in accordance with the procedural rules and regulations of the
plan for the Settlement of Jurisdictional Disputes in the Construction Industry, effective June 1, 1983, or any successor plan. All signatory employers on this project agree to assign work and be bound to the terms and conditions of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, and all signatory Unions agree that the assignments of the Employer(s) shall be followed until the dispute is resolved in accordance with this Section.

Section 15-3 If any craft refuses to become party to this agreement, walks off the job, or refuses to man the job when requested, the other crafts shall be authorized and contractually bound to perform that crafts work until such time as the craft involved becomes party to this Agreement, returns to work and/or mans the job properly.

ARTICLE 16
UNION REPRESENTATION

Section 16-1. Authorized representatives of the Unions shall have access to the projects provided they do not interfere with the work of the employees and further provided that such representatives fully comply with the visitor and security rules established for the particular project.

Section 16-2. Each Union which is a party to this Agreement, or its applicable local union, shall have the right to designate a working journeyman as a Steward. Such designated Steward shall be a qualified worker performing the work of that craft and shall not exercise any supervisory functions. Each Steward shall be concerned with the employees of the Steward's employer and not with the employees of any other employer.

Section 16-3. Owner's personnel may be working in close proximity of the construction activities. The Unions agree that under any and all conditions Union representatives, Stewards, and individual workmen will not interfere in any manner with the Owner's personnel or with the work which is being performed by the Owner's personnel.

ARTICLE 17
TRAVEL AND SUBSISTENCE

Section 17-1. Travel expenses, travel time, subsistence allowance and/or zone rates shall not apply on this project.

ARTICLE 18
GENERAL WORKING CONDITIONS

Section 18-1. Employment begins and ends at the site of the Project.

Section 18-2. The selection of craft foremen and/or general foremen and the number of foremen required shall be entirely the responsibility of the Employer, it being understood that in the selection of such foremen and/or general foremen the Employer will
give primary consideration to the qualified individuals available in the local area. After giving such consideration, the Employer may select such individuals from other areas. All foremen shall take orders from the designation Employer representatives. Craft Foremen shall be designated Working Foremen at the request of the Employer.

Section 18-3. There shall be no limit on production by workmen nor restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trade and shall work under the direction of the craft foremen. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations.

Section 18-4. Workers shall be at their place of work at the starting time and shall remain at their place of work performing their assigned functions under the supervision of the Employer until quitting time. The parties reaffirm their policy of a fair day's work for a fair day's wage.

Section 18-5. All equipment assigned to a project shall be under the control of the Employer. The Employer shall have the right to determine how many pieces of equipment an individual shall operate provided that no individual shall be required to operate more than two pieces of major equipment in a given day (i.e. A-B-A). However, in an emergency, three pieces of such equipment may be operated. In an emergency, foremen shall operate any equipment assigned by the Employer, and there shall be no restriction on foremen in the use of the tools of his craft in such emergency. The foremen shall be from the craft normally operating the equipment. In accordance with currently recognized craft jurisdiction, the Employer shall determine the assignment of employees to start, stop, and maintain small portable construction equipment. Such work may be assigned to craft employees within a reasonable distance of their primary duties or a craft employee may be assigned full time to start, stop and maintain the Employer's small, portable equipment on the job site. There shall be no overmanning of this type of equipment.

The number of employees assigned to rigging and scaffolding operations shall be at the sole discretion of the Employer.

The ratio of journeymen to welders shall be determined solely by the Employer.

Section 18-6. The Employer may utilize the most efficient methods or techniques of construction, tools or other labor saving devices to accomplish the work. Practices not a part of the terms and conditions of this Agreement will not be recognized.

Section 18-7. It is recognized that specialized or unusual equipment may be installed and/or serviced by individuals who have special training, skill, or qualifications
and are not covered by this Agreement. Testing, inspection, or service performed on plant
equipment under warranty may be performed by the vendor's personnel.

Section 18-8. The Unions shall not coerce or in any way interfere with the Owner's personnel, operation or facilities at the project. The Owner's right to contract directly with other companies for work at the plant site shall not be limited, and the Union shall cooperate and not interfere with the Employer's operations.

Section 18-9. It is agreed that overtime is undesirable and not in the best interest of the industry or the craftsmen; therefore, except in unusual circumstances, overtime will not be worked. Where unusual circumstances do exist, however, the Employer will have the right to assign specific employees and/or crews to perform such overtime work as is necessary to accomplish the job.

Section 18-10. There will be no rest periods, organized coffee breaks or other non-working time established during working hours.

Section 18-11. Slowdowns, standby crews and featherbedding practices will not be tolerated.

Section 18-12. Individual seniority shall not be recognized or applied to employees working on projects under this Agreement.

Section 18-13. The Employer shall establish such reasonable project rules as the Employer deems appropriate. These rules will be reviewed at the pre-job conference and posted at the project site by the Employer, and may be amended thereafter as necessary.

Section 18-14. Apprentices and other non-journeyman classifications may also be assigned to a crew at Employer's discretion.

The Employer shall not be required to use a minimum number of men on a specific task where safety regulations are not the major concern. The Employer shall have the right to determine crew sizes and to use partial crews during inclement weather.

Section 18-15. The Joint Administrative Committee will be responsible for developing a drug testing policy and program to be used on the Project.

Section 18-16. The composition of a Composite Crew for the purpose of completing Punch List items will be at the discretion of the Employer. Further, craft individuals assigned to dedicated start-up support crews shall not be bound by the same jurisdictional procedures established during the construction phase.

ARTICLE 19
SAFETY
Section 19-1. The employees covered by the terms of this Agreement shall at all times while in the employ of the Employer be bound by the safety rules and regulations as established by the Employer in accordance with the Construction Safety Act and OSHA.

These rules and regulations will be published and posted at conspicuous places throughout the project.

Section 19-2. In accordance with the requirements of OSHA, it shall be the exclusive responsibility of each Employer on the Project to assure safe working conditions for its employees. It shall be the Employees responsibility to work safely in compliance with any safety rules contained herein or established by the Employer. Nothing in this Agreement will make the Union liable to any employees or to other persons in the event that injury or accident occurs.

ARTICLE 20
WORK STOPPAGES AND LOCKOUTS

Section 20-1. During the term of this Agreement there shall be no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the Union, its applicable local union or by any employee and there shall be no lockout by the Employer. Failure of any Union, local union or employee to cross any picket line established at the Employer's project site is a violation of this Article.

Section 20-2. The Unions shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Employer's project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, may not be eligible for rehire on the same project.

Section 20-3. The Union shall not be liable for acts of employees for which it has no responsibility. The Sacramento-Sierra's Building and Construction Trades Council and Union representatives will immediately instruct, order and use the best efforts of their office to cause the Unions to cease any violations of this Article. The principal officer or officers of a Local Union will immediately instruct, order and use the best efforts of his office to cause the employees the local union represents to cease any violations of the Article. A local Union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Employer to exercise its right in any instances shall not be deemed a waiver of its right in any other instance.

Section 20-4. In the event of any work stoppage, strike, picketing or other disruptive activity in violation of this Article, the Employer may suspend all or any portion
of the project work affected by such activity at the Employer's discretion and without penalty.

Section 20-5. There shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity affecting the Project during the term of this Agreement. The Sacramento-Sierra's Building and Construction Trades Council or Local Union which initiates or participates in a work stoppage in violation of this Agreement, or which recognizes or supports the work stoppage of another Union which is in violation of this Agreement, agrees as a remedy for said violation, to pay liquidated damages in accordance with Section 20-6.

Section 20-6. In lieu of, or in addition to, any other action at law or equity, any party may institute the following procedure when a breach of this Article or Section 15-1 of Article 15 is alleged, after the Union(s) has been notified of the fact.

Section 20-6a. Notice to the Arbitrator shall be by the most expeditious means available, with notice by telegram or any other effective written means, to the party alleged to be in violation and the involved Union President.

Section 20-6b. Upon receipt of said notice the Arbitrator shall set and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists.

Section 20-6c. The Arbitrator shall notify the parties by telegram or any other effective written means, of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.

Section 20-6d. The sole issue at the hearing shall be whether or not a violation of this Article or of Section 15-1 of Article 15 has in fact occurred. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.

Section 20-6e. Such Award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. Telegraphic notice of the filing of such enforcement proceedings
shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 1-6 of this Article all parties waive the right to a hearing and agree that such proceedings may be exparte. 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.

Section 20-6f. 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 parties to whom they accrue.

Section 20-6g. The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.

Section 20-6h. If the Arbitrator determines that a work stoppage has occurred in accordance with Section 20-6d above, the Sacramento - Sierra's Building and Construction Trades Council shall, within eight (8) hours of receipt of the Award, direct all of the employees they represent on the project to immediately return to work and the Union shall pay the sum of ten thousand dollars ($10,000.00) as liquidated damages to the affected owner, and shall pay an additional ten thousand dollars ($10,000.00) per shift for each shift thereafter in which the work has not returned to work. The Arbitrator shall retain jurisdiction to determine compliance with this section and Section 20-3 of this Article.

Section 20-7. The procedures contained in Sections 20-6 through 20-6h shall be applicable to alleged violations of this Article and Section 15-1 of Article 15. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation or mitigation of any violation of this Article, shall be resolved under the grievance adjudication procedures of Article 13.

ARTICLE 21
SUBCONTRACTING

Section 21-1. The Employer agrees that neither he nor any of his subcontractors will subcontract any work to be done on the project except to a person, firm or corporation party to this Agreement. Any contractor or subcontractor working on a project covered by this Agreement shall as a condition to working on said project, become signatory to and perform all work under the terms of this Agreement. The furnishing of materials, supplies or equipment and the delivery thereof shall be in no case considered subcontracting.

ARTICLE 22
GENERAL SAVINGS CLAUSE
Section 22-1. 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 any State government, the Employer and the Union shall suspend the operation of such Article or provision during the period of its invalidity and shall substitute by mutual consent, in its place and stead, an Article or provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the Article or provision in question.

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 this Agreement or the application of such Article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

ARTICLE 23
TERM OF AGREEMENT

Section 23-1. This Agreement shall be effective on, January 9, 1995, and shall continue in full force and effect unless changed or terminated as provided for in Section 23-2 of this Article for the duration of the Project.

Section 24-2. This Agreement shall not be amended or supplemented except by mutual consent of the parties hereto, reduced to writing and duly signed by each.

For the Employer Date
For Sacramento-Sierra's Date
Building and Construction
Trades Council

Local Unions: (Attached)
Supplemental Agreement regarding Potential Liability under Employee Retirement Income Security Act ("ERISA")

"Employer" and "Unions", as those terms are used and defined in the PROCTOR & GAMBLE CO GENERATION Project Labor Agreement to which this document is appended, do hereby, for the purpose of further definitizing, clarifying and limiting any and all liabilities of Employer under or with respect to the said Project Labor Agreement and the Project identified therein, and thereby acting to best insure the efficiency and feasibility of the performance of construction contracting operations by Employer on the Project in question and the maximization of employment opportunities for members of Unions thereon, and for and in consideration of the mutual exchange of the covenants and promises recited herein below, and for other good and valuable consideration, do hereby further agree as follows:

1. Any and all liability of the Employer to any and all trust funds identified in the aforesaid Project Labor Agreement, as established therein, or in the trust agreements as referenced therein, or in similar or related documents, and/or under the Employee Retirement Income Security Act ("ERISA"), 29 U.S.C. SS1001, et seq., as amended, or any other similar or related federal, state or local legislative enactment’s, shall be limited to the making of contributions under and to the said trust funds only for employees hired and paid directly by the Employer on or with respect to only the Project identified in and covered by the aforesaid Project Labor Agreement;

2. No person employed by any subcontractor, supplier or other third party having a contract with or performing services for the Employer on the aforesaid Project identified in the said Project Labor Agreement, or by the Owner thereof, or by any other and separate prime contractor who may perform work thereon for the said Owner, shall be deemed for the purpose of ERISA or any other similar or related federal, state, or local legislative enactment’s, to at any time be an employee of the Employer.

3. Employer shall at no time and in no event be responsible for the making of contribution to any and all of the aforesaid trust funds under the aforesaid trust agreements, or as required by ERISA or any other similar or related federal, state or local legislative enactment’s, on behalf of any subcontractor, supplier, or third party with whom the Employer deals with respect to the Project covered by the aforesaid Project Labor Agreement;
(4) The completion of work by the Employer on the Project covered by the aforesaid Project Labor Agreement shall not be deemed to constitute, or contended by Unions or any person or entity related thereto to constitute, either a complete or partial withdrawal by Employer from any multi-employer plan maintained under or as a result of any of the aforesaid trust funds and trust agreements, as the terms “withdrawal”, “complete withdrawal” and “partial withdrawal” are defined and used in Subtitle E of ERISA (29 U.S.C. SS 1381 et.seq.);

This Supplemental Agreement is entered into freely, voluntarily and with intent to be bound thereby, by the undersigned Employer and Unions, who have given their hands and seals this the __9th. day of January, 1995.

For the Employer Date

For the Sacramento Date
Sierra Building and Construction
Trades Council
ADDENDUM "B"
CONSTRUCTION INDUSTRY COOPERATION TRUST

Each employer covered by this Agreement shall contribute twenty-five ($0.25) per hour worked by employees covered by this Agreement and contribute same to the "Construction Industry Cooperation Trust", sanctioned by the Labor-Management Cooperation Act of 1978, 29 U.S.C. §175(a) and 29 U.S.C. §186(c)(9), and shall be bound by all terms and conditions of the Agreement and Declaration of Trust establishing same. Such contributions shall be made pursuant to reporting procedures established by the Trustees. The Trust has as its purposes, among other things, to provide opportunities for employers and unions to study and explore innovative joint approaches to achieving organizational effectiveness, finding means of eliminating potential problems that reduce competitiveness and inhibit the effectiveness of the unionized construction industry consistent with a balance of economic, environmental and other public policy considerations. Each Employer shall be responsible only for making the contributions to the Trust and shall have no other liability attached to it by reason of making such contributions.

For the Employer               Date

For the Sacramento               Date
Sierra Building and Construction Trades Council