

PROJECT LABOR AGREEMENT
FOR THE
SAN DIEGO NEW CENTRAL COURTHOUSE PROJECT
BETWEEN
RUDOLPH AND SLETTEN
AND THE
STATE BUILDING AND CONSTRUCTION TRADES COUNCIL OF CALIFORNIA
AND THE
SAN DIEGO COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL
AND THE
CRAFT UNIONS & COUNCILS SIGNATORY TO THIS AGREEMENT

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PROJECT LABOR AGREEMENT FOR CONTINUITY OF WORK

PREAMBLE

This Project labor Agreement (“Agreement”) is entered into this _____, day of _____, 2013, by and between Rudolph and Sletten, Inc., as the construction manager at risk (“CMR” or “Employer”) that has been retained by the Owner to oversee the construction of the San Diego New Central Courthouse Project (“Project”) and the signatory contractors and subcontractors for the construction of the Project (the CMR and the signatory contractors and subcontractors performing work hereunder, collectively referred to as the “Employers”) and the State Building and Construction Trades Council of California and San Diego County Building and Construction Trades Council (“Council(s)”) and the signatory local unions and District Councils having members employed at the Project (hereinafter collectively the “Unions.”). The Owner is the Judicial Council of California, Administrative Office of the Courts.

ARTICLE I PURPOSE

A. The purpose of this Agreement is to insure that all work on this Project shall proceed continuously and without interruption.

B. It is the objective of the parties that the construction of this Project may be a credit to the Employers, the Unions, the Owner and the community and it is recognized by all parties that harmonious labor-management relations are the result of responsible conduct by the Unions and the Employers employing building trades people, and it is our mutual desire to promote these relationships on this Project.

C. The parties hereby agree and to establish and put into practice effective and binding methods for the settlement of all misunderstandings, disputes, or grievances that may arise so that the parties are assured of complete continuity of operations, without slowdown, or interruption of any kind or for any reason and that labor-management peace is maintained for the life of this construction Project, except as provided in Article V, Section 3. C.

D. The parties agree that this Agreement is a valid Section 8(f) pre-hire agreement within the meaning of Section 8 [29 U.S.C. § 158(f)] of the National Labor Relations Act.

ARTICLE II SCOPE AND DURATION OF AGREEMENT

A. This Agreement shall apply and be limited to all construction work performed by the Employers of any tier on the Project whose contracts on the Project exceed One Hundred Twenty-Five Thousand Dollars (\$125,000).

B. The Project consists of the Construction of approximately 704,000 square feet of gross building area.

C. This Agreement shall become effective as of the date first above written and shall continue in full force and effect until the completion of all craft work on the Project. Completion of the Project shall be notice by the Owner to the CMR for acceptance and such notice shall be provided to the signatory Unions and the Councils.

D. This Agreement shall not apply to work of non-manual employees, including but not limited to: superintendents, supervisors, time keepers, mail carriers, clerks, office workers, messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory and management employees.

E. This Agreement shall not apply to the work of any employees of the Owner; any employees of the CMR; any employees of utility(ies); or persons, firms and other entities that perform consulting, planning, scheduling, management or other supervisory services on the Project.

F. This Agreement shall not apply to the off-site manufacture, fabrication and handling of materials, supplies, equipment or machinery and the delivery of such to or from the Project site; provided, however, that lay down or storage areas for equipment or material and manufacturing (prefabrication) sites, dedicated solely to the Project or Project Work, and movement of materials or goods between locations on the Project site are with the scope of this Agreement.

ARTICLE III MANAGEMENT RIGHTS

A. The Employers retain full and exclusive authority for the management of their operations. This includes, but is not limited to, the right to direct their working force and to establish coordinated working hours and starting times, which shall not be in conflict with the currently local collective bargaining agreement of the signatory unions, which have signed this Agreement.

B. There shall be no limit to production by workers, nor restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trades 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 and the CMR's safety program. The Employers 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 be recognized.

The Agreement shall include the classifications of Building/Construction Inspector and Field Soils and Material Testers (Inspectors) as a covered craft under this Agreement. This inclusion applies to the scope of work defined in the State of California Prevailing Wage Determination for said craft. Every Inspector performing work under these classifications pursuant to a professional service agreement or a construction contract shall be bound to all applicable requirements of this Agreement. Covered work as defined by this Agreement shall be performed

pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded. Nothing in this section will be construed to include any person(s) or entity(ies) directly employed by or under contract with the Owner to perform the work of the Project's architects and their subcontractors and Project Inspectors, formerly identified as the Owner's Inspectors of Record.

C. The Employers shall be the sole judge of the number of classifications of employees required to perform work subject to this Agreement. The Employers shall have absolute right to hire, promote, suspend, discharge or lay off employees at their discretion and to reject any applicant for employment subject to the provisions of the current, local collective bargaining agreements of the signatory unions, which have signed this Agreement, for the craft workers in their employ.

D. The CMR shall have the right upon receipt of the written complaint of any employee to order corrective action necessary to maintain the CMR's safety program and reasonable and lawful standards for work place health and safety and to otherwise directly remove any employee whether employed directly or by any other Employer for breach of reasonable rules promulgated by the CMR governing conduct on the job.

E. The CMR shall act as the coordinator, shall have the right to participate in pre-job conferences and mark-up meetings, and, at its option, participate in the resolution of any grievances.

F. Nothing in this Agreement shall be construed to limit the right of any of the Employers to select the lowest bidder they deem qualified for the award of contracts or subcontracts or material or equipment purchase orders on the Project. The Right of ultimate selection remains solely with the Employers, subject to Article IV, Section 1, B. of this Agreement.

G. It is recognized that certain materials, equipment and systems of a highly technical and specialized nature will have to be installed at the Project. The nature of the materials, equipment and systems, together with requirements of manufacturer's or vendor's warranty, may dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed under the supervision and direction of Owner's and/or manufacturer's personnel. The Unions agree to install such material, equipment and systems without incident and without the occurrences of any conduct described in Article V below.

ARTICLE IV TERMS AND CONDITIONS

SECTION 1. EFFECT OF OTHER AGREEMENTS

A. The provisions of this Agreement, including the Schedule A Agreements, (which are the local collective bargaining agreements of this signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time and which are incorporated herein by reference) shall apply to the work covered by this Agreement. It is further agreed that,

where there is conflict, the terms and conditions of this Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements (Schedule A Agreements) except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of this UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article V. Section 1. (Grievance and Arbitration Procedure), the Article V. Section 2. (Jurisdictional Disputes) and Article V Section 3. (No Strike – No Lockouts) of this Agreement, which shall apply to such work. All disputes relating to the interpretation or application of this Agreement shall be subject to resolution by the grievance arbitration procedure set forth in Article V. Section 1. Where a subject is covered by a provision in a Schedule A Agreement and not covered by this Agreement, the provisions of the Schedule A Agreement shall prevail. Any dispute as to the Applicable source between this Agreement and any Schedule A Agreement for determining the wages, hours of working conditions of employees on a Project shall be resolved under this grievance procedures established in this Agreement.

B. The CMR will require all contractors and subcontractors who are awarded or are performing jobsite work on the Project, to become signatory to this Agreement by signing the Letter of Assent (Attachment A) prior to performing any work on the Project. This Agreement does not apply to employees or work of the Owner.

C. By accepting the award of a construction contract or entering into a contract to perform any Project work pursuant to a construction contract, whether as a contractor or subcontractor, Employer agrees to sign the Letter of Assent as shown in Attachment A prior to performing any work on the Project and be bound by each and every provision of this Agreement.

D. At the time that any Employer enters into a contract or subcontract with any contractor or subcontractor providing for the performance of a construction contract for Project work, the Employer shall provide a copy of this Agreement to said contractor and/or subcontractor and shall require them, as part of accepting the award of a construction contract or subcontract, to agree in writing in the form of a Letter of Assent (Attachment A), be bound by each and every provision of this Agreement prior to the commencement of any work on the Project except to the extent that subcontractor have started work prior to this Agreement being put into effect, in which case the Letter of Assent will be executed promptly. To that extent, each Employer shall provide a copy of the signed Letter of Assent to the Councils prior to beginning work on the Project.

SECTION 2. UNION RECOGNITION, SECURITY AND REPRESENTATION

A. The Employers recognize the Union(s) as the sole and exclusive collective bargaining representative for craft employees employed on the Project.

B. No employee covered by this Agreement shall be required to join any Union as a condition of being employed, or remaining employed, for the completion of this Project work;

provided, however, that any employee who is a member of a Union at the time the referring Union refers the employee, shall maintain that membership in good standing while employed on the Construction Contract, Inspection Services Contract or Project. The Employer shall, however, require all employees working on a Construction Contract, Inspection Services Contract or Project, to the extent which this Agreement applies, to comply with the applicable Union security provision for the period during which they are performing on-site Project work to the extent, as permitted by law, of rendering payment of the applicable monthly dues and working dues only, as uniformly required of all craft employees while working on the Project and represented by the applicable signatory union.

C. The Employers recognize that the Unions shall be the primary source of all craft labor employed on the Project. In the event that an Employer has his/her own core workforce, said Employer shall follow the procedures outlined below.

(1) An employee shall be considered a member of an Employer's core workforce for the purposes of this Article if the employee's name appears on the Employer's active payroll for 60 of the 100 working days immediately before award of the Construction Contract to the Employer, must be properly licensed to perform the work and must be capable of safely performing the work.

(2) The Employer shall identify Core Workers in their Employment Hiring Plan and shall provide payroll records and such other evidence as may be necessary evidencing the worker's qualifications as a Core Worker. The number of Core Workers on the Project shall be governed by the following procedure: one Core Worker shall be selected and one worker from the hiring hall of the affected trade or craft and this process shall repeat until such Employer's requirements are met or until such Employer has hired five (5) such Core Workers for that craft, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall list. In the event of a reduction-in-force or layoff, such will take place in a manner to assure that the number of remaining "core" employees in the affected craft does not exceed, at any time, the number of others working in the craft who were employed pursuant to other procedures available to the Employer under this Agreement. This provision applies only to employees not currently working under current master labor agreement of one of the signatory unions to this Agreement and is not intended to limit transfer provisions of current master labor agreements of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate benefit fund coverage, all contractors shall require their "core work force" and any other persons employed other than through the referral process, to register with the appropriate Union hiring hall, if any, before they begin any work on the project.

(3) Upon request by any party to this Agreement, the Employer hiring any core employee shall provide satisfactory proof in the form of the following documents (payroll records, quarterly tax records, employee driver's license,

voter registration, postal address) evidencing the core employee's qualification as a core employee.

(4) Employer shall be bound by and utilize the registration facilities and referral systems established or authorized by this Agreement and the signatory Unions when such procedures are not in violation of state or federal law.

(5) In the event that referral facilities maintained by the Unions are unable to fill the requisition of an Employer for qualified employees within a forty eight (48) hour period after such requisition is made by the Employer, the Employer shall be free to obtain work persons from any source. The Employer shall inform the Union of any applicants hired from other sources, within twenty-four hours of hiring, and such applicants shall register with appropriate Union hiring hall, if any, prior to beginning work on the Project and abide by all of the other requirements imposed by this Agreement.

D. Authorized representatives of the Union(s) shall have access to the Project provided that they do not interfere with the work of the craft employees and further provided that such representatives fully comply with established Project rules.

E. Each Union shall have the right to designate a working craft employee as steward for each Employer employing such craft on the Project. Such designated steward shall be a qualified workman assigned to crew and shall perform the work of that craft. The steward shall not perform supervisory duties. Under no circumstances shall there be nonworking stewards. Stewards shall be permitted a reasonable amount of time during working hours to perform applicable union duties related to work being performed by the craft employees of his/her Employer, and not to the work being performed by other Employers or their employees.

F. In recognition of the State's mission to serve the residents residing within the zip codes within the geographic area surrounding the construction to take place under this Agreement ("Local Residents"), the parties hereby establish a goal that 30% of all of the labor and craft positions (journeyman and apprentices) be from workers residing within the County of San Diego. In efforts to achieve this goal, the Unions and Employers will exert their best efforts, to the extent allowed by law, to refer and/or recruit sufficient numbers of skilled craft Local Residents to fulfill the requirements of the Employers performing Project Work.

SECTION 3. HELMETS TO HARDHATS

A. The CMR, Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Parties agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereafter "Center") and the Center's "Helmet to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs for hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties.

B. The Parties agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

SECTION 4. WAGES AND FRINGE BENEFITS

A. All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Employers, the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to Section 1770 et. Seq. of the California Labor Code for workers at the site in job classifications covered thereby. If a prevailing rate increases under law, the Employer shall pay that rate as of its effective date under the law. Notwithstanding any other provision in this Agreement, including Article IV, Section 1, A. this Agreement does not relieve Employers from any independent contractual obligation they may have to pay wages in excess of the prevailing wage rate as required.

B. Employers which are not signatory to the established Labor/Management Trust Fund agreements, as specified in the Schedule A Agreements for the craft workers in their employ, shall sign a "Subscription Agreement" with the appropriate Labor/Management Trust Fund covering the work performed under this agreement prior to performing any work on the Project.

C. Employer shall pay contributions to the established Labor/Management Trust Fund in the amounts designed by the Unions and make all employees authorized deductions in the amounts designated by the Unions; provided, however, that the Employer and Union agree that only such bona fide employee benefits as accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, training funds, etc.) shall be included in this requirement and required to be paid by the Employer on the Project; and provided further, however, that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. Notwithstanding any other provisions in this Agreement, including Article IV, Section 1, A. this Agreement does not relieve an Employer from any independent contractual obligation they may have to make all contributions set forth in the amounts contained in those Schedule A Agreements without reference to the forgoing.

D. The Employer adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s), to the extent said trust agreements are consistent with this Agreement, specifically the detailed basis on which payments are to be made into, and benefits paid out of such trust funds for the Employer's employee. The Employer authorizes the parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees to appoint as if made by the Employer.

ARTICLE V CONTINUITY OF THE WORK

The principal purpose of this Agreement is that it provides the Employers, Unions and the Owner with the assurance that there will be no strike, sympathy strike, picketing, lockout, handbilling, slowdown, withholding of work, refusal to work, walk-off, sick-out, sit-down, stand-in, wobble, boycott or other work stoppage, disruption, advising the public that a labor dispute exists or impairment of any kind for any reason during the duration of this Agreement by the Unions or employees employed on the Project, except as set forth in Section 3. paragraph C, below of this Article. It is therefore agreed as follows.

SECTION 1. GRIEVANCE AND ARBITRATION PROCEDURE

The parties hereby agree that all disputes or grievances between Employers and Unions, other than jurisdictional disputes or disputes arising from any strike, picketing, slowdown, lockout or other work stoppage of any kind under Sections 2, 3 or 4 below of this Article, shall be handled in accordance with the following procedures:

A. Step 1. If there is a dispute or grievance involving one of the Employers, the business representative of the local union involved shall first attempt to settle the matter by oral discussion with the particular Employer's project superintendent no later than five (5) working days after the occurrence first giving rise to the dispute or grievance. If the matter is not resolved with the superintendent within five (5) working days after the oral discussion with the superintendent, the dispute or grievance shall be reduced to writing by the grieving union.

B. Step 2. If the matter is not resolved in step 1, above, the written grievance shall be given to the particular Employer involved, to the CMR and to the business representative of the local union involved, no later than five (5) working days after the oral discussion set forth above for Step 1, and the business representative of the local union involved shall refer the matter to his local union Business Manager who shall meet with responsible staff representative(s) of the particular employer and, who shall attempt to settle the matter. This shall be referred to as Step 2 of the Grievance and Arbitration Procedure.

C. Step 3. If settlement is not achieved through step 2 above within ten (10) working days after referral to Step 2, an effort shall be made by the parties involved in step 2 to agree on a neutral arbitrator, but if the parties are unable to agree, a party may, within ten (10) days after referral to Step 2, select from the agreed upon list below, on a rotational basis in the order listed, the following arbitrators: (1) Louis Zigman; (2) Fredric Horowitz; (3) Michael Rappaport; and (4) Joseph Gentile. Expenses incurred in arbitration shall be borne equally by the union and the Employer involved and the decision of the arbitrator shall be final and binding on both parties, provided, however, that the arbitrator shall not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way.

D. Failure to timely raise, file or appeal any grievance within the time limits set forth above will result in the grievance being waived.

SECTION 2. JURISDICTION DISPUTES

A. 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 of the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

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

C. For the convenience of the parties and in recognition of the expense of travel between Southern California and Washington D.C., at the request of any party to a jurisdictional dispute under this Agreement, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsh, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the applicable Building and Construction Council. All other procedures shall be as specified in the Plan.

D. 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 disciplinary action, up to and including discharge.

E. Each Employer shall conduct a pre-job conference with the Councils prior to commencing work. The purpose of the conference will be to, among other things, determine craft manpower needs, schedule of work for the contract and Project work rules/owner rules. All work assignments shall be disclosed by the Employer in accordance with industry practice and the Plan. Employer will notify the CMR and the Councils in advance of all such conferences.

SECTION 3. NO STRIKE-NO LOCKOUT

A. During the existence of this Agreement, there shall be no strike, sympathy strike, picketing, lockout, handbilling, slowdown, withholding of work, refusal to work, walk-off, sick-out, sit-down, stand-in, wobble, boycott or other work stoppage, disruption, advising the public that a labor dispute exists or impairment of any kind for any reason by the Unions or employees employed on the Project and there shall be no lockout by the Employers. It is agreed, however, that the Employers may lay-off employees for lack of work, or in the event that a strike, picketing or other work stoppage impedes the work of the Project.

B. No picketing lines will be established at the Project by any of the Unions. The Unions agree that they will not sanction in any way any picket line and will affirmatively take all measures necessary to effectively induce its members to cross the picket line and report to work as scheduled and that responsible representatives of the Unions who are employed on the Project will also do so themselves. No Employee shall engage in activities which violate this Article.

Any employee who participates in or encourages any activities that interfere with the normal operation of the Project shall be subject to disciplinary action, up to and including discharge.

C. Notwithstanding the provision of Section 3. A. above of this Article, it is agreed that the particular Union involved retains the right to withhold the services of its members (but not a right to conduct any other activities described in this Article V. Section 3. A.) from a particular Employer who fails to make timely payments to the Union Health & Welfare, Pension, Vacation and Holiday, Apprentice and Training, or Industry Funds in accordance with the provisions of that particular Employer's labor agreement with the particular Union or who fails to timely pay its weekly payroll. However, prior to withholding its members' services on account of a failure to make timely payments to the Union Health & Welfare, Pension, Vacation and Holiday, Apprentice and Training, or Industry Funds, the Union involved will give ten (10) days' (unless a lesser period is provided within the applicable craft union agreement, but in no event less forty-eight (48) hours') written notice of such failure to pay by registered or certified mail, return receipt requested, to the involved Employer and to the CMR and to the Owner. Representatives of the parties to the dispute will meet within the ten-day period to attempt to resolve the dispute.

SECTION 4. EXPIRATION OF LOCAL AND OTHER APPLICABLE AGREEMENTS

It is specifically agreed that there shall be no strike, sympathy strike, picketing, lockout, handbilling, slowdown, withholding of work, refusal to work, walk-off, sick-out, sit-down, stand-in, wobble, boycott or other work stoppage, disruption, advising the public that a labor dispute exists or impairment of any kind, for any reason by the Unions or employees employed on the Project, at the job site of the Project as a result of the expiration of any local, regional, or other applicable labor agreement having application at the Project and/or failure of the parties to that agreement to reach a new contract. In the event that such a local, regional, or other applicable labor agreement does expire and the parties to that agreement have failed to reach agreement on a new contract, work will continue on the Project on one of the following two basis ("options"), both of which will be offered by the Union(s) involved to the Owner and Employers affected:

A. Each of the Union(s) with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Union(s) involved in such expiring contract(s) may each propose wage rates and employer contribution rates to employee benefit funds different from what those wage rates and employer contributions rates were under the expiring contract(s). Said interim agreement(s) would be superseded by any subsequently reached industry agreement(s) as of the date the industry agreement is reached. The terms of the Union's interim agreement offered to the Owner and the other Employers will be no less favorable than the terms offered by the Union to any other employer or group of employers covering new commercial high rise construction work in San Diego County; and

B. Each of the Union(s) with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, if the Employer(s) affected by that contract

agree to the following retroactivity provision: if a new local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Employer shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such new labor agreement, an amount equal to any such retroactive wage increase established by such new labor agreement retroactive to whatever date is provided by the new local, regional or other applicable agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactivity period. All parties agree that such affected Employer shall be solely responsible for any retroactive payments to its employees and that neither the Employers nor the Owner has any obligation, responsibility or liability whatsoever for any such retroactive payments or collection of any such retroactive payments from any other employer.

C. Some Employers may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph (A) above and other Employers may elect to continue to work on the Project under the retroactivity option offered under paragraph (B) above. To decide between the two options, Employers will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Employer, in writing, its specific offer of terms of the interim agreement pursuant to paragraph (A) above, whichever is the later date. If the Employer fails to timely select one of the two options, the Employer shall be deemed to have selected option B.

SECTION 5. EXPEDITED ARBITRATION FOR WORK STOPPAGES AND LOCKOUTS

In lieu of, or in addition to, any other action at law or equity, which is also available, any party may institute the following procedure when a breach or violation of Section 2, 3, or 4 of this Article is alleged:

A. The party invoking this procedure shall notify either Louis Zigman, Michael Rappaport Joseph Gentile, or Fred Horowitz, who the parties agree shall be the four (4) permanent Arbitrators under this procedure. In the event that none of the four (4) permanent Arbitrators is available for a hearing within 24 hours, any one of the four (4) permanent Arbitrators who is notified shall appoint his alternate to hear the matter. Notice to the Arbitrator shall be by the most expeditious means available, including telephone, with notice by FAX to the party alleged to be in violation.

B. Upon receipt of said notice, any one of the four (4) Arbitrators named above (whichever one is notified by the invoking party) or his alternate shall set and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists.

C. The Arbitrator shall notify the parties by FAX 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.

D. The sole issue at the hearing shall be whether or not a violation of Sections B, C or D of this Article has in fact occurred and the Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. 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. If the Arbitrator finds that a violation of Section 2, 3 or 4 of this Article has occurred, then the Arbitrator in his written Award shall order cessation of the violation of this Article and a return to work and other appropriate relief, and such Award shall be served on all parties by hand or registered mail upon issuance. The Award will be final and binding on all parties to this Agreement.

E. Such Award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Fax 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 all parties waive the right to 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.

F. 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.

G. The fees and expenses of the Arbitrator shall be divided equally between the moving party or parties and the party or party's respondent.

H. The procedures contained in Section E shall be applicable to alleged violations of these Sections 2, 3, or 4 of this Article. 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 Section 2, 3 or 4 of this Article, shall be resolved under the grievance adjudication procedures of Section 1 of this Article.

ARTICLE VI
[NOT USED]

ARTICLE VII
BENEFICIAL OCCUPANCY BY THE OWNER

It is anticipated that the Owner and CMR may commence operations with its own production and maintenance employees prior to the completion of all phases of the construction work. It will therefore be necessary for the Owner to take over various portions of the buildings, systems, and equipment while construction of various other portions continues. The procedure to be employed in such a takeover is as follows: When the Owner determines that a portion of the work is mechanically or operationally complete, it shall identify such areas, systems or

equipment by use of a tagging system (or similar system). Work will be considered complete when it is reasonably ready for its intended use, and the Owner shall thereafter have beneficial occupancy of the involved areas, systems, or equipment.

It is intended that employees of the Owner will commence working in such areas after the takeover by the Owner. Therefore, any remaining original construction work, such as painting, installing missing parts, insulation and work normally performed by the respective crafts shall be completed by the Employers and their employees without incident and without the occurrence of any conduct described in Article V. It is understood that “non-construction” work in such areas, e.g., routine maintenance or repair, is the work of the Owner’s employees.

ARTICLE VIII
SAFETY

A. All Federal and State safety rules, regulations, orders, and decision shall be binding upon the Employers and shall be applied to all work covered b this Agreement.

B. 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 stand by, the employees will be compensated for the stand by time.

C. The parties agree that the CMR shall implement the following drug abuse testing program: The Labor/Management Memorandum of Understanding on Drug Abuse Prevention and Detection negotiated with the various General Contractor Associations and the Basic Trades’ Unions (Titled Memorandum of Understanding Testing Policy for Drug Abuse; International Union of Operating Engineers Local Union No. 12; Revised June 2009

ARTICLE IX
GENERAL SAVING CLAUSE

It is not the intention of the parties hereto to violate the laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of this Agreement are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of this Agreement shall remain in force and effect unless the part so found to be void is wholly inseparable from the remaining portions of this Agreement. Further, all parties agree that if and when any or all provisions of this Agreement are finally held or determined to be illegal or void by a court of competent jurisdiction, an effort will be made by the CMR and the Unions signatory to this Agreement, to then promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of any applicable law and the intent of the parties hereto.

ARTICLE X
NON DISCRIMINATION

The Unions and Employers agree that they will not discriminate against any employee or applicant for employment in hiring and dispatching on the basis of race, color, religion, sex, gender, national origin, age, membership in a labor organization, sexual orientation, political affiliation, marital status or disability.

ARTICLE XI
JOINT ADMINISTRATIVE COMMITTEE

A. The parties acknowledge the goal of promoting harmonious labor management relations and adequate communications and, therefore, establish a six (6) person Joint Administrative Committee (JAC). The JAC shall be comprised of three (3) representatives selected by the CMR and three (3) representatives selected by the Councils. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement.

B. The JAC shall meet when requested by the Owner, the CMR or the Councils, to monitor compliance with the terms and conditions of this Agreement, to review the implementation of this Agreement, the progress of the Project and resolve problems or disputes. A unanimous decision of the JAC shall be final and binding upon all Parties. However, the JAC shall have no authority to make determinations upon or to resolve grievances arising under this Agreement.

C. A quorum will consist of at least two (2) CMR and two (2) Councils appointed representatives. For voting purposes, only an equal number of CMR and Councils appointed representatives presented may constitute a voting quorum.

ARTICLE XII
APPRENTICES

A. The parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the State, and the opportunities to provide continuing work under the construction program. To these ends, the parties will facilitate, encourage, and assist local residents to commence and progress in Labor/Management Apprenticeship and/or training Programs in the construction industry leading to participation in such apprenticeship programs. The State, the CMR, other State consultants, the Councils, will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal joint labor/management apprenticeship programs maintained by the signatory Unions.

B. Apprentices used on Projects under this Agreement shall be registered in Joint Labor Management Apprenticeship Programs approved by the State of California. Apprentices may comprise up to thirty percent (30%) of each craft's work force at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the Division of

Apprenticeship Standards (“DAS”), establish a lower maximum percentage, and where such is the case, the applicable Union should use its best efforts with the applicable joint apprenticeship committee and, if necessary, the DAS to permit up to thirty percent (30%) apprentices on the Project.

C. The Unions agree to cooperate with the Employer in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of apprentices. The State shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers, the CMR will work with the Councils to assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.

D. The Parties agree that apprentices will not be dispatched to Employers working under this Agreement unless there is a journeyman working on the project where the apprentice is to be employed who is qualified to assist and oversee the apprentice’s progress through the program in which he is participating.

E. All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeable occupation. Should a question arise as to a journeyman’s qualification under this subsection, the Employer shall provide adequate proof evidencing the worker’s qualification as a journeyman to the CMR and the Councils.

ARTICLE XIII
ENTIRE UNDERSTANDING

The Parties agree that the total results of their bargaining are embodied in this Agreement and neither party is required to render any performance not set forth in the wording of this Agreement, or to bargain during the terms of this Agreement about any matter unless required to do so by the terms of this Agreement. This Agreement may be amended only by written agreement signed by the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the day and year first above written. The officials signing this Agreement warrant and collectively bargain on behalf of the organizations whom they represent and the member of such organizations.

Dated: _____, 20__

Rudolph and Sletten

By: _____

Print Name: _____

Print Title: _____

Dated: _____, 20__

**State Building and Construction Trades
Council of California**

By: _____

Print Name: _____

Print Title: _____

Dated: _____, 20__

**San Diego County Building and Construction
Trades Council**

By: _____

Print Name: _____

Print Title: _____

PROJECT NAME: San Diego New Central Courthouse Project

SAN DIEGO COUNTY BUILDING & CONSTRUCTION TRADES COUNCIL'S
AFFILIATED CRAFTS and other required local trade unions that are signatory to this
Agreement:

Allied Workers' Local 5	Boilermakers Local 92
Bricklayer & Allied Crafts Local 4	Cement Masons Local 500 / Area 744
Electrical Workers Local 569	Elevator Constructors Local 18
Glaziers, Floor Coverers & Painters Local 1399	Iron Workers Local 229
Laborers Local 89	Painters & Allied Trades District Council #36
Plasterers Local 200	Plaster Tenders Local 1414
Operating Engineers Local 12	Plumbers & Pipefitters Local 230
Road Sprinkler Fitters Local 669	Roofers & Waterproofers Local 45
Sheet Metal Workers' Local 206	Steamfitters & Pipefitters Local 250
Teamsters Local 36	Tile, Marble & Terrazzo Local 18
Tradeshaw & Sign Crafts Local 831	UA Local 345
Southwest Regional Council of Carpenters	

ATTACHMENT A – LETTER OF ASSENT

To be signed by all Employers and Subcontractors awarded work covered
By the San Diego New Central Courthouse Project
Project Labor Agreement prior to commencing work

[Employer’s Letterhead]

Rudolph and Sletten

Re: San Diego New Central Courthouse Project Labor Agreement – Letter of Assent

Dear Sir:

This is to confirm that [Name of Company] agrees to be party to and bound by the San Diego New Central Courthouse Project Labor Agreement, effective _____, 20__, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the Agreement undertaken by this Company on the Project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work on the Project.

Sincerely,

[Name of Construction Company]

By: _____
Name and Title of Authorized Executive

[Copies of this Letter must be submitted to the Councils pursuant to Article IV, Section 1. D.]