

PROJECT LABOR AGREEMENT
WITH
SOUTHEAST IOWA BUILDING AND
CONSTRUCTION TRADES COUNCIL
FOR THE

NEW IOWA STATE PENITENTIARY
FORT MADISON, IOWA

March 15, 2010

TABLE OF CONTENTS

ARTICLE I	<u>PURPOSE</u>	1
ARTICLE II	<u>SCOPE OF AGREEMENT</u>	1
ARTICLE III	<u>LABOR MANAGEMENT COOPERATION</u> <u>JOINT ADMINISTRATIVE COMMITTEE</u>	5
ARTICLE IV	<u>UNION RECOGNITION AND EMPLOYMENT</u>	6
ARTICLE V	<u>UNION REPRESENTATION AND STEWARDS</u>	8
ARTICLE VI	<u>MANAGEMENT RIGHTS</u>	9
ARTICLE VII	<u>NO WORK STOPPAGES AND NO LOCKOUTS</u>	10
ARTICLE VIII	<u>GRIEVANCE PROCEDURE</u>	13
ARTICLE IX	<u>JURISDICTIONAL DISPUTES</u>	15
ARTICLE X	<u>COMPENSATION</u>	16
ARTICLE XI	<u>HOURS OF WORK, OVERTIME, SHIFTS</u>	18
ARTICLE XII	<u>SAFETY, PROTECTION OF PERSON</u> <u>& PROPERTY</u>	19
ARTICLE XIII	<u>SUBCONTRACTING & WORK PRESERVATION</u>	20
ARTICLE XIV	<u>DUES CHECK OFF</u>	20
ARTICLE XV	<u>HOLIDAYS & PREMIUM DAYS</u>	20
ARTICLE XVI	<u>APPRENTICES</u>	21
ARTICLE XVII	<u>NON-DISCRIMINATION</u>	21
ARTICLE XVIII	<u>BONDING</u>	22
ARTICLE XIX	<u>SAVINGS CLAUSE</u>	22
ARTICLE XX	<u>MISCELLANEOUS</u>	23
ARTICLE XXI	<u>DURATION OF AGREEMENT</u>	23

ARTICLE I - PURPOSE

This Project Labor Agreement (hereafter "PLA" or "Agreement") for New Iowa State Penitentiary is entered in accordance with the purposes and terms of Executive Order Number 22 issued on February 3, 2010. The purpose of this agreement is to deliver a fully-constructed public project of the highest standard, at the most reasonable cost, on-time, and in a manner that fully complies with all applicable laws - including those involving health, safety, equal employment opportunity, labor, and labor and employment standards; to ensure the availability of a steady supply of skilled labor or to predict labor costs for the projects and; to assure that there will be no labor stoppages in the course of the completion of the project; to avoid and resolve frictions and disputes among the multiple trades and crafts by use of effective and prompt dispute resolution mechanisms; and protect the public interest by providing structure and stability to this large-scale construction project, thereby promoting the efficient, on-time completion of this project of the highest standard and at the most reasonable cost.

ARTICLE II - SCOPE OF AGREEMENT

Section 1 - Definitions.

"Contractor" shall include all contractors and subcontractors of whatever tier engaged in on-site construction work within the scope of this Agreement who shall be parties to this Agreement.

"Construction Manager" is used where specific references to construction manager firm are intended.

"Work" shall include, but not be limited to:

- (a) All work requiring manual labor on the construction site involved in the construction of the project.
- (b) Loading, unloading and handling of materials (including asphalt, concrete, dirt and aggregate), equipment and machinery shall be governed by this Agreement. Dumpster service is not included in this Agreement.

"Construction Site" is 2111 - 330th Avenue, and 2079 - 330th Avenue, Fort Madison,, Iowa. It is assumed that this contract applies to all work on this site. Work performed elsewhere, "off site work" is not covered by this contract; however, Construction Site shall also include any and all concrete or asphalt Batch Plant(s), whether created on or off-site, if the Batch Plant is created for and principally dedicated to the job site controlled by this Agreement.

"Owner" refers to the State of Iowa.

"Designated Owner's Representative" refers to that entity or individual exercising the responsibility of the Owner in this Agreement. The Owner shall designate in writing to the SEIBCTC representative as necessary the individual or entity responsible for exercising ownership responsibility in the Agreement as a whole or as to a particular

provision. Failure of the State to effectuate the designation of a representative shall not and does not relieve SEIBCTC or any of the signature unions of responsibility to fully comply with the Agreement.

"Union" refers to SEIBCTC by and through its President and all "Local Union" signatories, by and through their respective authorized representatives as set forth in the signature page of the Agreement. Contractors shall, to the extent necessary to implement this Agreement and as permitted by law, recognize the signatory unions as the sole and exclusive representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this Agreement.

Section 2 - Bid Packages. This Agreement shall cover and apply to all work described in the following list of bid packages:

Bid Package	Description
1.	Site Preparation Package
2.	Modular Cell Package
3.	General Combined Construction

Any additions to the construction work to be covered by the terms of this Agreement as a part of this Project shall be as specified in writing by the Designated Owner's Representative to SEIBCTC.

Section 3 - Scope of Project. This Agreement shall apply and is limited to certain construction as described herein under the direction of the signatory contractors and performed by those contractors of whatever tier. It applies to all contractors awarded work covered by this Agreement after its approval by the Designated Owner's Representative with regard to the segments of the project included in the work covered by this Agreement. This Agreement shall be limited to the construction work within the scope of this Agreement, as set forth in Sections 1 and 2 of this Article, for which bids have been received on and after the effective date of this Agreement, including, specifically, site preparation and related demolition work and utilities and modifications or rehabilitation of existing facilities. Nothing contained herein shall be construed to prohibit, restrict, or interfere with the performance of any other operation, work or function awarded to any Contractor before the effective date of this Agreement or which may be performed or contracted by the Owner for its own account on the property, or in and around the construction site.

Section 4. It is understood by the parties that the Owner may, at any time, and at its sole discretion, determine to build or modify additional projects under this Agreement not currently proposed, or not to build any one or more of the particular projects to be covered.

Items specifically excluded from the scope of this Agreement include, but are not limited to, the following:

- (a) Work of non-manual employees, including but not limited to, superintendents, supervisors, staff engineers, inspectors, quality control and quality assurance personnel, timekeepers, mail carriers, clerks, office workers, including messengers, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory and management employees.
- (b) All employees of the Construction Manager, General Contractor, Contractors and design team or any other consultant not performing manual labor or craft work
- (c) On or off site maintenance on leased equipment and on or off site warranty functions.
- (d) All employees and Work of the Owner and its consultants; all services, tasks, work or assignments performed by "offenders" (individuals incarcerated in any State of Iowa facility). It will be the General Contractor's responsibility to maintain and clean the job site consistent with construction standards with craft personnel covered by this Agreement.
- (e) Service-type employees, i.e., drinking water/ice delivery, portable toilets and service, office equipment and material vendors, etc.
- (f) Work of utility companies and their employees on, around or related to the construction site.
- (g) All employees and services of Iowa Prison Industries.

Section 5.

- (a) The Owner, the Construction Manager, and/or Contractors, as appropriate, have the absolute right to select any qualified Contractor for the award of contracts or subcontracts on this Project, notwithstanding the existence or nonexistence of any agreements between such Contractor and any party to this Agreement provided only that such Contractor is willing, ready and able to execute and comply with this Agreement, should it be designated the successful Contractor.
- (b) It is agreed that all direct subcontractors of a Contractor, of any tier, who have been awarded contracts for work covered by this Agreement on or after the effective date of this Agreement shall be required to accept and be bound by the terms and conditions of this Agreement, and shall evidence their acceptance by the execution of this Agreement or a letter of assent prior to commencement of work. A copy of the Agreement or letter of assent executed by the Contractor shall be sent to the SEIBCTC to notify it of the award of work to a Contractor or subcontractor within five (5) working days of its execution.
- (c) Upon completion of the Owner's responsibilities set forth in (a) and (b) above the primary obligations of the Owner pursuant to this PLA are fulfilled. Furthermore, the Owner is not the "employer" of the Contractors' employees as the term "employee" is defined by state and federal statutory law, common law or administrative rule nor is the Owner a "contractor" as that term is used in the construction industry and the state's contract documents.

Section 6.

- (a) The provisions of this Project Labor Agreement (including the Appendices attached hereto) shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement.
- (b) It is understood that this Agreement, together with the referred appendices, constitute a self-contained, stand-alone Agreement. This Agreement represents the complete understanding of the parties. Except as required to participate in any fringe benefit trust or employee benefit plan, no Contractor is or will be required to sign any other agreement with a signatory union as a condition of performing work within the scope of this Agreement. No practice, understanding, or agreement between a Contractor and a union party which is not specifically set forth in this Agreement will be binding on any other party unless endorsed in writing by the Designated Owner's Representative. By virtue of having become bound to this Project Labor Agreement, no Contractor will be obligated to sign or become party to any other local, area, or national agreement. This Agreement shall not apply to the work of any Contractor, which is performed at any location other than the project site as defined in this Agreement.
- (c) It is further understood that the unions will not engage in any distribution of literature or any other job-disrupting activities on the Construction Site during working hours.

Section 7. This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

Section 8.

- (a) It shall be the policy of the Owner that construction work covered by this Agreement shall be contracted to Contractors who agree to execute and be bound by the terms of this Agreement.
- (b) Neither the Owner nor any of its affiliates or subsidiaries is an employer in the construction industry, and shall not hire or be an employer of any employees hired to perform work on the Project covered by this Agreement. By virtue of including this Agreement in its bid specifications, the Owner will not become party to any collective bargaining agreements with any signatory labor organizations unless required to pursuant to the provisions of Chapter 20 of the Code of Iowa. For the purposes of this Agreement, the role of the Owner shall include seeking proper approval of this Agreement, and to designing bid specifications to require successful bidders to comply with the terms of this Agreement. Further, it is understood that nothing in this Agreement shall be construed as limiting the sole discretion of the Owner in determining which Contractors shall be awarded contracts for segments of this Project included in the covered work under this Agreement. It is also understood that the Owner, in its sole, exclusive, and nonreviewable discretion, may, for any reason,

cancel, terminate, delay, modify or suspend any work to be performed on this Project, including any and all covered work, in whole or in part.

Section 9. It is understood that the liability of any Contractor and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the Owner or the Construction Manager and/or any Contractor.

Section 10. None of the provisions of this Agreement should be construed to prohibit or restrict the Owner, its employees, or offenders from performing work not covered by this Agreement on or around the construction site. As areas and systems of the covered work on the Project are inspected and tested by the Contractor, approved by the Owner's Consultants, and accepted by the Owner, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed to engage in repairs, modifications, checkout and/or warranty functions related to such items or areas required by its contract(s) with the Owner.

ARTICLE III - LABOR MANAGEMENT COOPERATION - JOINT ADMINISTRATIVE COMMITTEE

Section 1.

- (a) The parties to this Agreement will form a Project Labor Agreement Joint Administrative Committee consisting of six (6) members. There will be three (3) union representatives and three (3) Contractor representatives. Equal numbers of Union and Contractor representatives will be selected by the SEIBCTC and the Designated Owner's Representative, respectively. Each party reserves the right to appoint alternates to the JAC as they deem necessary. The committee shall be jointly chaired. The purpose of the Committee shall be to promote harmonious and stable labor/management relations on this Project, to insure effective and constructive communications between the unions and Contractors, and to advance the proficiency of the workers on the project.
- (b) The Committee shall meet at least monthly or more often, if special circumstances warrant, at the call of the Joint Chairs to discuss the administration of the Agreement, the progress of the Project, labor/management problems that may arise, and any other matters consistent with this Agreement. The Designated Owner's Representative shall be responsible for the scheduling of the meetings, and the preparation of the agenda topics for the meeting with input from the Unions and Contractors. Notice of the date, time, and place of the meetings shall be given to the Committee members.

ARTICLE IV - UNION RECOGNITION AND EMPLOYMENT

Section 1. Contractors shall, to the extent necessary to implement this Agreement and as permitted by law, recognize the signatory unions as the sole and exclusive representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this Agreement.

Section 2. The Contractor shall, consistent with the attached Appendices, have the right to determine the competency of all employees, the number of employees required, and shall have the sole responsibility for selecting employees to be laid off and/or terminated, consistent with Article V, Section 3. Further, neither a layoff nor the Management Rights provisions found under Article VI may be used to avoid or evade the ratio established by Article IV, Section 5.

Section 3.

- (a) Subject to the provisions of this Agreement, the Contractor agrees to hire employees for covered work through the job referral systems offered by each signatory Local as provided in the attached Appendices. These job referral systems will be operated in a non-discriminatory manner and in full compliance with Federal, State and Local laws and regulations, which require equal employment opportunities and nondiscrimination, and referrals shall not be affected in any way by the rules, regulations, by-laws, constitutional provisions or any other aspects of obligations of union membership, policies or requirements, and they shall be subject to such other conditions as established in this Article.
- (b) All hiring procedures, including related practices affecting apprenticeship training, will be operated so as to facilitate the ability of the Contractors to meet any and all equal employment opportunity/affirmative action obligations. The Contractor may reject any referral for any nondiscriminatory reason, provided the Contractor complies with Article IV, Section 5.
- (c) There shall be no non-productive personnel or featherbedding. Foremen and Stewards are to perform work as directed by the Contractors. Crew size shall be at the discretion of the Contractors. Contractors may use their own employees in key management positions such as Superintendents or Assistant Superintendents.

Section 4. The Contractor shall inform the Union of the name and address of any applicant hired from any source other than the Local Union job referral systems and refer the applicant to the Local Union for dispatch to the Project in cases where such referral systems are used.

Section 5. To ensure that all enterprises will have an opportunity to employ their "core" employees on this Project, the parties agree that in those situations where a Contractor not a party to the current collective bargaining agreement with the signatory Union having jurisdiction over the affected work is a successful bidder, the Contractor may request by name, and the Local will honor, referral of persons who have applied to the local union for Project work and who meet at least one of the following qualifications:

- (a) possess any license required by the city, county, state or federal law for the Project work to be performed; or

- (b) have worked a total of at least 750 hours in the appropriate construction craft during the prior 3 years; or
- (c) were on the Contractor's active payroll for at least sixty (60) out of the 360 calendar days prior to the contract award.

The Union will refer to such Contractor one journeyperson employee from the hiring hall out-of-work list for the affected trade or craft, and will then refer one of such Contractor's "core" employees as a journeyperson and shall repeat the process, one and one in accordance with the following table:

Total Crew Size	% of Core Employees
1-14	50%
20	40%
25	36%
33	30%
50	22%
60	20%
77	17%
100	14%

Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s), which are open to any individual, regardless of Union membership.

Core employees do not include contractors' management positions such as, but not limited to, Superintendents or Assistant Superintendents.

Section 6. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft workers to fulfill the manpower requirements of the Contractor, including calls to local unions in other Iowa locations when its referral lists have been exhausted. The parties to this Agreement support the development of increased numbers of skilled construction workers from the residents of Southeast Iowa to meet the needs of this Project and the requirements of the industry generally. Toward that end, the Unions agree to encourage the referral and utilization, to the extent permitted by law and the hiring hall procedures, of qualified residents as journeymen, apprentices and trainees on this Project, and entrance into such apprenticeship and training programs as may be operated by the signatory Local Unions.

Section 7. In the event that a union does not provide a job referral system in its appendix to this Agreement, the Contractor shall give the union equal opportunity to refer applicants. The Contractor shall notify the Union 24 hours in advance of whenever it is in a hiring mode for the Project and within 7 days of hire the names of employees hired from any source other than referral by the Union.

Section 8. A Local Union shall not knowingly refer employees to a Contractor under this Agreement, who are currently employed by another Contractor working under this Agreement.

Section 9. The selection of craft foremen and/or general foreman shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foremen shall be designated as working foremen. Foremen rates of pay shall be established in the Appendix for the applicable craft.

Section 10. The Owner may deny access to any employee or core employee of any contractor for any reason. This requirement shall not be subject to the grievance procedure or any other form of review.

Section 11. It shall be required that workers employed on the Project will be required to be "employees" of the Contractor or Subcontractors for whom worker's compensation and unemployment benefit coverage is being provided by the Contractor, and not a third party.

Section 12. All contractors shall comply with the federal and state statutory law, common law and administrative rules regarding definitions, limitations, and restrictions concerning the use of "independent contractors".

ARTICLE V - UNION REPRESENTATION AND STEWARDS

Section 1. Authorized representatives of the Union shall have access to the Project, provided that such representatives fully comply with the visitor and security and safety rules of the Construction Manager and the Owner. Copies of said security and safety rules shall be provided to the SEIBCTC at least fifteen (15) days prior to the commencement of work to the extent that such rules are written and otherwise available.

Section 2.

- (a) Each signatory Local Union shall have the right to dispatch working journeymen as a steward for each shift and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of duties as a steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay of their respective crafts.
- (b) In addition to his/her work as an employee, the steward shall have the right to receive, but not solicit, complaints or grievances. Each steward shall be concerned with the employees of the steward's Contractor and if applicable, subcontractors, and not with the employees of any other contractor. The Contractor will not discriminate against the steward in the proper performance of his/her Union duties.

Section 3. The Contractor agrees to notify the appropriate Union twenty-four (24) hours prior to the layoff of a steward, except in the case of discipline or discharge for just cause. A steward is protected against such layoff to the extent that the steward possesses the necessary qualifications to perform the work remaining. In any case in which a

steward is discharged or disciplined, the appropriate Union shall be notified within twenty-four (24) hours of the occurrence by the Contractor.

Section 4. On work where the personnel of the Owner and/or of Contractors for segments of the Project not covered by the scope of this Agreement may be working in close proximity to the covered work construction activities, the Union agrees that employees will cooperate with efforts to coordinate work activities that are ongoing at the site.

ARTICLE VI - MANAGEMENT RIGHTS

Section 1. The Contractor retains the full and exclusive authority for the management of its operation. Except as expressly limited by other provisions of this Agreement, the Contractor retains the sole and exclusive right to direct the work force, including the hiring, promotion, transfer, lay-off, discipline or discharge of its employees; the selection of foremen; the assignment and scheduling of work; the promulgation of reasonable work rules; and, the requirements of overtime work, the determination of when it will be worked and the number and identity of employees engaged for such work. The Contractor may utilize any methods or techniques of construction.

Section 2. There shall be no limitation or restriction upon the Contractor's choice of materials or design, nor upon the full use and installation of equipment, machinery, package units, pre-cast, pre-finished, or pre-assembled materials, tools or other labor-saving devices. The on-site installation or application of all items shall be performed by the craft having jurisdiction over such application; provided, however, it is recognized that installation of specialty items which may be furnished to the Owner for the Project may be performed by personnel in a supervisory role, or, in limited circumstances, requiring special knowledge of the particular item(s), or where required to protect a guarantee or warranty, may be performed by employees of the contractor, a vendor or other companies where employees working under this Agreement lack the required skills or cannot protect a guarantee or warranty offered by the vendor. This use of such personnel will not count against the number of core employees established by Article IV, Section 4.

Section 3. Except as otherwise expressly stated in this Agreement, it is recognized that the use of new technology, equipment, machinery, tools and/or labor-saving devices and methods of performing work will be initiated by the Contractor from time to time during the Project. The Union agrees that it will not, in any way, restrict the implementation of such new devices or work methods. If there is any disagreement between the Contractor and the Union concerning the manner or implementation of such device or method of work, the implementation shall proceed as directed by the Contractor, and the Union shall have the right to grieve and/or arbitrate the dispute as set forth in Article VIII of this Agreement.

ARTICLE VII - NO WORK STOPPAGES AND NO LOCKOUTS

Section 1. During the term of this Agreement there shall be no economic, Unfair Labor Practice, recognition, or sympathy strikes, picketing, work stoppages, slow downs, or any disruptive activity for any reason (including disputes relating to the negotiations or

renegotiations of collective bargaining agreement) by any Local Union, or by the SEIBCTC, or by any employee, against any Contractor covered by this Agreement and there shall be no lockout by the Contractor. Failure of any Local Union or employee to cross any picket line established by any Union signatory or non-signatory to the Agreement or by any other organization or individual at or in proximity to the Project Construction site is a violation of this article. Any Union or Local Union, which initiates or participates in a work stoppage in violation of this Article, or which recognizes or supports the work stoppage of another Union or Local Union, which is in violation of this Article, agrees, as a remedy for said violation, to pay liquidated damages in accordance with Section 6(i) of this Article.

Section 2. The SEIBCTC, its affiliated local unions signed to this Agreement, and their agents, shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Contractor's project site, and they shall undertake all reasonable means to prevent or to terminate such activity. No employee shall engage in activities, which violate this Article. Any employee who participates in or encourages any activity, which interferes with the normal operation of the Project, shall be subject to disciplinary action, including discharge. The only issue for arbitration is participation by the employee.

Section 3. The officers of the SEIBCTC and the unions signatory to this Agreement will immediately instruct, order and use the best efforts of their "offices" to cause anyone engaging in disruptive activity to cease such action. The principal officer or officers of a local union will immediately instruct, order and use the best efforts of their offices to cause the employees the union represents to cease any violations of this Article. A Union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

Section 4. It is agreed by the parties that the term "lockout", for purposes of this Agreement, does not include discharge, termination or layoff of employees by the Contractor, nor does it include the Contractor's decision to terminate or suspend work on the Project or any portion thereof for any reason, including any event contemplated by Article XIX, below, provided the Union is given written notice as early as possible. This provision will not affect the Contractor's right to suspend or terminate work on any portion of the Project for operational or special circumstances. If the Union contends that any Contractor has violated this Article, it will notify the Contractor and the Construction Manager setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures in Article VII, Section 6.

Section 5. Any party alleging a breach of Section 1 of Article VII shall have the right to petition a court for temporary and permanent injunctive relief. The moving party need not show the existence of irreparable harm, and shall be required to post bond only to secure payment of court costs and attorney fees as may be awarded by the court.

Section 6. Any party, including the Owner, by and through the Designated Owner's Representative, or the Construction Manager, may institute the following procedure, in

lieu of or in addition to any other contractual procedure or any action at law or equity, when a breach of Section 1, is alleged:

- (a) A party invoking this procedure shall notify _____, whom the parties agree shall be the permanent arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, he/she shall appoint an alternate. Notice to the arbitrator shall be by the most expeditious means available, with notices to the party alleged to be in violation, and to the SEIBCTC if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by telegram, facsimile, hand delivery or overnight mail, but will be deemed effective upon receipt.
- (b) Upon receipt of said notice, the arbitrator named above or his/her alternate shall sit and hold a hearing within twenty-four (24) hours, if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after the notice to the local Unions required by Section 3, above.
- (c) The arbitrator shall notify the parties of the place and time chosen for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party or parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.
- (d) The sole issue at the hearing shall be whether or not a violation of Section 1, above, has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation or, except as expressly provided by Section 6(i) of this Article, 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. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such award shall be served on all parties by hand, registered mail, or email upon issuance.
- (e) Such award shall be final and binding on all parties and 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. Written 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 6(d) of this Article, all parties waive the right to a hearing and agree that such proceedings may be *ex parte*. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or by delivery to their last known address by registered mail.
- (f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure which interfere with compliance hereto are hereby waived by the parties to whom they accrue.

- (g) The fees and expenses of the arbitrator shall be equally divided between the moving party or parties and the party or parties respondent.
- (h) Upon notification from the Designated Owner's Representative that a work stoppage has occurred in accordance with this Article, the Union representing the craft involved will immediately direct all the employees it represents on the Project to return to work.
- (i) If the arbitrator determines that a violation of Section 1 above has occurred in accordance with Section 6(d) above, and if the trade involved does not return to work immediately, and the Union(s) has not complied with Section 2 of this Article, then the Union(s) shall pay the sum of ten thousand dollars (\$10,000.00) as liquidated damages to the Owner, such liquidated damages to accrue from the time the work stoppage first occurred and the Union(s) was notified. The Union(s) shall pay an additional ten thousand dollars (\$10,000.00) per shift for each shift thereafter on which the trade has not yet returned to work.

If the arbitrator determines that a lockout has occurred in violation of Section 1, the arbitrator shall be empowered to award back pay by the appropriate contractor or sub-contractor to the employees who were locked out and to order that the lockout cease immediately. Failure to comply with the arbitrator's award may result in the Owner's permanent removal from the Project of the contractor or subcontractor engaging in the lockout.

The arbitrator shall retain jurisdiction to determine compliance with this Section and Section 2 of this Article.

Section 7. The Construction Manager and Owner by and through the Designated Owner's Representative are parties in interest in all proceedings arising under this Article and Articles VIII and IX, and shall be sent contemporaneous copies of all notifications required under these Articles, and, at its option, may initiate or participate as a full party in any proceeding initiated under these Articles.

ARTICLE VIII - GRIEVANCE PROCEDURE

Section 1.

- (a) This Agreement is intended to provide close cooperation between management and labor. The Designated Owner's Representative and the SEIBCTC shall each assign a representative to this Project for the purpose of assisting with the construction of the Project economically, efficiently, and continuously and without interruption, delays or work stoppages.
- (b) The Construction Manager, Contractors, Unions, and employees collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work on the Project, and agree to resolve disputes in accordance with the arbitration provisions set forth in this Article.

Section 2. Any question arising out of, and during the term of, this Agreement, involving its interpretation and application (other than trade jurisdictional disputes or

alleged violations of Article VII), shall be considered a grievance and subject to resolution under the following procedures.

- (a) Grievances must be filed within five (5) working days after the event giving rise to the grievance occurred. A grievance can be filed by an employee or the local union. At this stage, the grievance will be handled by the business representative of the appropriate local union. Any grievance not filed within that five (5) working days shall be deemed waived. All grievances must be filed in writing. A copy of any grievance and subsequent notifications relating to it must be sent to the SEIBCTC and the Designated Owner's Representative.
- (b) The business representative and Contractor who are parties to the grievance shall meet within three (3) working days of the grievance and attempt to settle it. There shall be no extending the deadline for this meeting. The SEIBCTC and the Designated Owner's Representative shall be notified of any settlement reached. If the grievance is not settled within these three (3) working days, the grievance may be referred by either party within two (2) working days to the Co-chairs of the Project Labor Agreement Joint Administrative Committee ("JAC") for adjustment. If a Union or a Contractor member of the JAC is a party to the grievance, that representative should excuse him/herself from the JAC for the purposes of that grievance.
- (c) The JAC shall meet to resolve any grievance referred to it within three (3) working days of its referral. There shall be no extending the deadline for this JAC meeting. Provided there is at least one member of the JAC present the grievance shall be heard. The union and contractor members of the JAC shall have equal voting strength regardless of the number of JAC members present.
- (d) The grievance may be delivered by facsimile, U.S. Mail, overnight mail, email or hand-delivered to the appropriate party working under this Agreement. The grievance shall be considered filed when sent to the other party.
- (e) Failure on the part of a party to fulfill its obligations under this procedure or to attend the JAC hearing shall be deemed as a complete and total waiver of that party's position, and the grievance shall be considered sustained or denied, as is appropriate, and as if rendered pursuant to a final and binding decision by an arbitrator.
- (f) If the JAC deadlocks, either party may refer the grievance to the permanent arbitrator. The matter must be heard within seven (7) working days of its receipt by the permanent Arbitrator. A decision will be rendered within three (3) hours after the hearing has concluded. The decision will be in writing. The decision does not need a supporting opinion.
- (g) At its sole discretion the Designated Owner's Representative may elect to participate in a non-voting capacity at any stage of the grievance processing.

Section 3. Only the actual parties to the dispute shall be allowed to present their respective cases. Only employees of the applicable Contractor and Union will be allowed to represent the parties at hearings before the JAC or the permanent Arbitrator. Any individual who has relevant evidence can be called as a witness.

Section 4. Any decision issued pursuant to this procedure shall be final and binding on all parties, and shall not be subject to judicial appeal unless the award has been obtained fraudulently or in some other illegal manner. No decision issued pursuant to this procedure shall have any precedential value in any proceeding conducted pursuant to the grievance/arbitration procedure, established by any collective bargaining agreement between any employer or employer association and any local union signatory to this Project Labor Agreement, nor shall any decision issued pursuant to this procedure be admissible in any subsequent hearing or proceeding involving the Union, except to enforce the terms of that decision.

ARTICLE IX - JURISDICTIONAL DISPUTES

Section 1. The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry including Procedural Rules and Regulations Covering the U.S. and Canada, Approved by the Building and Construction Trades Department, AFL-CIO, June 1984 As Amended through December 2009 (the "Plan") or any successor Plan.

Section 2. All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and Contractors, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered pursuant to the plan shall be final, binding and conclusive on the Contractors and signatory unions.

Section 3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 4. Each Contractor will conduct a pre-job conference with the appropriate SEIBCTC prior to commencing work. The Project Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish.

Section 5. In making any determination under this Article, there shall be no authority to assign work to a double crew, that is, to more employees than by a Contractor or signatory union the minimum required to perform the work involved; nor to assign the work to employees who are not qualified to perform the work involved. This does not prohibit the establishment, with the consent of the involved Contractor and the affected signatory unions, of composite crews where more than one (1) employee is needed for the job.

Section 6. Where there is a conflict, the terms and conditions of this PLA shall supersede and override terms and conditions of any and all other national, area, or local cba. Where there is a jurisdictional dispute/work dispute among any of the unions

signatory to this Agreement then the provisions of the following third party agreements shall be the controlling interpretive documents, but only to the extent that they relate to the resolution of that jurisdictional dispute: the NTL Articles of Agreement, the National Stack/Chimney Agreement, the Boilermaker National Tank Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors. Notwithstanding the above, the terms of this Project Labor Agreement Under Article VII (No Work Stoppages and No Lockouts); Article VIII (Grievance Procedure); and Article IX (Jurisdictional Disputes) shall supersede terms contained in any or all of the above-referenced third party agreements.

ARTICLE X - COMPENSATION

Section 1. The compensation package for each craft is set forth in the Appendices attached to this Agreement. The compensation package, at a minimum, includes the wage rate for journeymen, foreman, general foreman, apprentices, and other miscellaneous classifications of craft workers as well as the fringe benefits provided for in the Appendices. Those Appendices are provided by each signatory union and summarize the material provision regarding compensation package. Each signatory union attests that the terms of its appendix is accurate and contains all material terms.

Section 2.

- (a) The compensation packages of the unions signatory to this Agreement are set forth in the attached Appendices. These compensation packages summarize those established by the collective bargaining agreements between each local signatory union and its respective Contractor Association (hereafter "local cba"). To the extent the terms of the compensation packages have already been established by a local cba, those terms are reflected in the Appendices to this Agreement and are grandfathered into this Agreement. As reflected in the Appendices, those signatory unions which have not yet established terms of their respective compensation packages for the period of 3/16/2010 to the 2011 anniversary dates of their local cbas, have agreed to freeze their compensation packages for these periods.
- (b) Except for the signatory unions covered by the 2010-2011 freeze set forth in (a) above, and only for that period, for those signatory unions where a signatory unions local cba does not yet establish a compensation package for their respective 2011-12, 2012-13 or 2013-14 contract period, the results of negotiations for the successor local cba will set the compensation package applicable for work performed by each respective signatory union under this Agreement. It is agreed that the terms of any newly negotiated compensation package will be implemented retroactively to the first day of the new local cba provided that retroactivity is required of the parties to the negotiations of that local cba.
- (c) During the term of this Agreement, should a local signatory union to this Agreement in its negotiations with its respective Contractor association or any Contractor agree to a local cba that reduces its compensation or fringe benefits

from those in effect as of the effective date of this Agreement then such reduction shall be incorporated into this Agreement for the corresponding term and the resulting savings shall be passed through by the Contractor so as to benefit the Owner. This applies to all possible contract terms: 2010-11, 2011-12, 2012-13, and 2013-14. The terms of the Contractors' agreements with the Owner shall require this to occur.

- (d) Within 72 hours of the execution of any local cba or modification of any existing local cba that provides the basis for the compensation package set forth in the Appendices, the appropriate local union shall provide the Designated Owner's Representative a copy of the local cba and an attestation as to the impact of the modification to the local cba

Section 3. All employees covered by this Agreement may choose to be paid by check or electronic deposits (provided electronic deposit is provided by the Contractor/Subcontractor) and shall be paid on a weekly basis. Under no circumstances will the wages earned by the employees be held back by the Contractor for more than seventy-two (72) hours before payday. If payday falls on a holiday, the payment shall be made by the end of the shift on the preceding day. Any employee who is discharged or laid off shall be entitled to receive all accrued wages immediately upon discharge or layoff. Notification of layoff shall be at the Contractor's discretion, but not given later than the end of the work shift on the date the layoff is to be effective. Such notification shall be provided in writing to the employee and to the applicable union.

Section 4. The Contractor will pay contributions to the established employee benefits funds for all employees who choose to participate in such benefit funds in the amounts designated in the appropriate Appendix and make all employee-authorized deductions in the amounts designated in the appropriate Appendix; provided, however, that the Contractor and the 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 Contractor on this Project. A Contractor/Subcontractor is only obligated to pay those direct employee benefits as provided for in the Appendices. No Contractor or Subcontractor shall be obligated by this Agreement to pay to any other fund that may be applicable in circumstances outside of this Agreement. Therefore, a Contractor shall not be obligated to pay for any ancillary fund that may exist in a collective bargaining agreement, but is not specifically referenced in the Appendices. Bona fide jointly-Trusted benefit plans or authorized employee deduction programs established under the applicable Appendix, or by the parties to this Agreement, during the life of this Agreement may be added. Such contributions shall be due and payable on the due date contained in the applicable Appendix.

The Contractor adopts and agrees to be bound by the written terms of the legally established trust agreements, specifying the detailed bases on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractor 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 so appointed, as if made by the Contractor.

A Contractor's "core" employees, and others that the contractor refers to the hiring hall, as described in Article IV of this Agreement, may choose whether to participate in the union-sponsored benefit plan for their respective craft, or they may choose to be covered by the fringe benefit plan offered by the Contractor. This choice will be made in writing and only after the core employee has received an explanation of both plans. The core employee may choose between the Union-sponsored and his employer's sponsored plans.

Section 5. Contractors of whatever tier shall make regular and timely contributions required by the applicable Trust and Employee benefit funds in amounts and on the time schedule set forth in the appropriate Appendix. If a Contractor or subcontractor is alleged to be delinquent in any such contributions, the Union or the Trust Fund shall provide prompt notification of that allegation to the Designated Owner's Representative and it shall provide documentary evidence of the alleged delinquency endorsed by the Fund.

Section 6. Upon receipt of such notification, the Designated Owner's Representative will attempt to resolve the delinquency among the Contractor or subcontractor, the Union and the Fund. If the alleged delinquency is proven but not resolved within ten (10) days thereafter, the Contractor, in the case of a delinquent subcontractor, shall withhold an amount to cover the delinquency from any retained funds otherwise due and owing to the subcontractor and shall not release such withholding until the subcontractor is in compliance, provided, however, that if the delinquent amount is undisputed in whole or in part between the Fund and the delinquent subcontractor, the Contractor shall issue a joint check payable to the Fund and the delinquent subcontractor in the amount of the undisputed delinquency. In the case of a delinquent Contractor, if the delinquency is not resolved within ten (10) days after notification to the Designated Owner's Representative, then the Owner may withhold, in an appropriate amount, any funds due and owing to the Contractor. Pursuant to the commitment of the Owner, the Contractor shall be subject to withholding of retained amounts which may only be released upon the Contractor's resolution of the delinquency as evidenced by a written statement endorsed by the Fund. Where there is no dispute as to the amount of the delinquency, retained amounts may be released by a joint check payable to the Contractor and the Fund in the amount of any undisputed delinquency.

Section 7. It is agreed that before final retainages are received by any contractor or subcontractor, the Owner will obtain certification that all applicable fringe benefit and wage payments have been made by the contractor or subcontractor.

ARTICLE XI - HOURS OF WORK, OVERTIME, SHIFTS

Section 1. Work Day and Work Week. Eight (8) hours per day between the hours of 6:00 a.m. and 5:30 p.m., plus one-half (1/2) hour unpaid for lunch, approximately mid-way through the shift, shall constitute the standard work day. Forty (40) hours per week shall constitute a regular week's work. The workweek will start on Monday and conclude on Sunday. A uniform starting time will be established for all crafts on the project or segment of the work. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week. The Union(s) shall be informed of

the work starting time set by the Contractor at the pre-job conference which may be changed thereafter upon three (3) days' notice to the Union(s) and the workers.

Section 2. Starting Times. Employees shall be at their place of work at the starting time and shall remain at their place of work (as designated by the Contractor) performing their assigned functions until quitting time. The place of work shall be defined as the gang or toolbox, or equipment at the employee's assigned work location or the place where the foreman gives instructions. The parties reaffirm their policy of a fair day's work for a fair day's wage.

Section 3. Overtime. There will be no restriction on the Contractor's scheduling of overtime or the nondiscriminatory designation of employees who will work. There shall be no pyramiding of overtime pay under any circumstances. Overtime shall be defined as all hours worked in excess of eight (8) daily, Monday through Friday, or outside the normal hours established for any shift. The rates of pay for overtime hours are established by the relevant Appendices.

Section 4.

- (a) Shifts. Shift work may be performed at the option of the Contractor(s) upon three (3) days' prior notice to the Union and shall continue for a period of not less than five (5) working days. Saturday and Sundays, if worked, may be used for establishing the five (5) day minimum work shift. Shift differential pay shall be paid as set out in the Appendices for each craft.
- (b) The Contractor may, upon five (5) days' notice to the appropriate union(s), establish a work week of four (4) consecutive ten (10) hour work days (exclusive of one-half hour unpaid lunch, approximately midway through the shift). Such a workweek will start on Monday and conclude on Thursday. The Contractor shall provide notice of any intent to return to an eight (8) hour day, five (5) day workweek no later than the end of the shift on Thursday for a change that will begin the following Monday.

Section 5. Reporting Pay. Reporting pay and call out pay shall be as set out in the Appendices for each craft.

Section 6. Time Keeping. The Contractor may utilize brassing systems to check employees in and out. Each employee must check himself in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

Section 7. Meal Period. The Contractor will schedule a meal period not less than one-half hour duration at the work location at approximately the mid-point of the scheduled work shift (4 hours in a five-day workweek, 5 hours in a four-day workweek), consistent with Section 1; provided, however, that the Contractor may, for efficiency of the operation, establish a schedule which coordinates the meal periods of two or more crafts. If any employee is required to work through a meal period, the employee shall be compensated in a manner established in the applicable Appendix.

ARTICLE XII - SAFETY, PROTECTION OF PERSON & PROPERTY

Section 1. It is understood that the Contractor or subcontractor will be responsible for the pre-employment drug screening of all its employees under this plan. All employees who receive a negative report from the pre-employment drug screen will be paid for the time they spent at the testing facility. Those prospective employees who receive a positive report from the pre-employment drug screen will not be employed on the Project, nor will the Contractor or subcontractor be required to pay them. In the case of an inconclusive report on a pre-employment drug screen, the prospective employee will not be employed on the Project until such a time as the drug screen result is determined to be negative, and he or she will receive reporting pay as determined in the attached appendices in accordance with the practice of each individual craft.

Section 2. The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all employees.

Section 3. The Owner reserves the right to grant or deny prior approval for all contractor employees and union personnel who have access to the site or perform duties on the Project. This will necessitate background checks. The determinations made pursuant to this requirement shall not be subject to the grievance procedure or any other form of review.

Section 4. All employees characterized by their respective craft as a 2nd year apprentice or higher, or as a craft Journeyman, shall have completed the Occupational Safety and Health Act (OSHA) 10 hour Construction Industry Training Program prior to performing any Work related to this Agreement.

ARTICLE XIII - SUBCONTRACTING & WORK PRESERVATION

Contractors or subcontractors will not subcontract any work to be done on the Project site except to a person, firm or corporation who is, or agrees to become, party to this Agreement. Any Contractor or subcontractor working on the Project site 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 (including ready mix, aggregates, dirt and asphalt), supplies or equipment and the delivery thereof shall be in no case considered subcontracting.

ARTICLE XIV - DUES CHECK OFF

No employee covered by this Agreement shall be required to join any Union, or pay any agency fees or dues, as a condition of being employed, or remaining employed, on the Project. Where, however, the Contractor is provided a voluntary written dues deduction authorization, executed by the employee on a standard form furnished by the Union, the Contractor agrees to deduct union dues from the pay of the employee and to remit the dues to the Union at the same time that trust fund contributions are required to be remitted to the Administrators of the appropriate trust funds on behalf of that employee.

ARTICLE XV - HOLIDAYS & PREMIUM DAYS

Section 1. The following shall be recognized as holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Section 2. A holiday falling on a Sunday will be observed on the immediately following Monday.

Section 3. All hours worked on Sunday or on a holiday shall be paid at double time, unless local practice, as described in the attached Appendices for each craft, dictates otherwise.

Section 4. Whether a holiday shall be paid and, if paid, at what rate, and the date on which the holiday is to be observed shall be as set out in the Appendices for each craft.

ARTICLE XVI - APPRENTICES

Section 1. The Construction Manager, the Unions and the Contractor and subcontractors understand the need to support apprenticeship and training programs designed to develop an adequate number of competent and skilled workers in the construction industry.

Section 2. It is with this understanding that the Contractor and subcontractors agree to work with the Unions involved on the Project, to employ apprentices in the respective crafts' programs to perform such work as is within their capabilities. The employment and placement of apprentices shall be according to procedures as set forth by the Employment and Training Administration of the United States Department of Labor (ETA). The union shall endeavor to meet such request to the limit of its manpower supply and to the extent not restricted by federal or state law. Apprentices in any ETA approved program, and only such apprentices, shall be eligible to work under this Agreement. In the event an apprentice from a ETA approved program other than one in which a SEIBCTC affiliate participates is hired, then the appropriate union and the Contractor shall reach an agreement, for purposes of this Project only, as to the appropriate classification for purposes of wages and benefits as established in the applicable Appendix. In no event shall any apprentice participating and registered with a ETA approved program be denied an employment opportunity on this Project on the sole basis that his/her program is not one sponsored by a SEIBCTC affiliate. In addition, the

unions shall endeavor to utilize community college training programs to qualify individuals through their respective hiring halls.

Section 3. All Contractors, subcontractors and Unions agree to a ratio of apprentices to journeymen employed on the Project as per local practice and described in the attached Appendix for each craft.

Section 4. If the applicable Appendix for any craft so provides, other non-journeymen classifications may be utilized at the Contractor's discretion as part of the applicable ratio.

ARTICLE XVII - NON-DISCRIMINATION

Section 1. The Contractor and Union agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, union membership or physical or mental disability in any manner prohibited by law or regulation. Any complaints regarding the application of this provision shall be brought to the immediate attention of the involved Contractor and the Construction Manager for consideration and resolution.

Section 2. It is recognized that special procedures may be established by joint agreement of the parties to this Agreement and governmental agencies for the training and employment of persons who have not previously qualified to be employed on construction projects of the type covered by this Agreement. The parties agree that they will make all good faith efforts to assist in the proper implementation of such orders, regulations or agreements, and to cooperate with programs that enhance efforts to recruit and retain minorities and women for the general benefit of the residents of Iowa.

Section 3. The parties recognize the Owner's interest in providing opportunities to participate on the Project to minority- and women-owned business enterprises, as well as other enterprises, which may not have previously had a relationship with the Unions signatory to this Agreement. It is recognized that the Owner may adopt certain policies and commitments for the utilization of business enterprises owned and/or controlled by minorities and/or women. The parties shall jointly endeavor to assure that these commitments, and any amendments that may be adopted by the Owner during the life of this Agreement, are fully met, and that any provisions of this Agreement, which may appear to interfere with any minority- or women-owned business enterprise successfully bidding for work within the scope of this Agreement, shall be carefully reviewed, and adjustments made as may be appropriate, and agreed upon among the parties, to assure full compliance with the spirit and the letter of the Owner's policies and commitments and all applicable federal, state and local rules and regulations relating to employment and utilization of minorities and minority- and/or women-owned businesses. To effectuate this the Owner may from time to time require reports from the parties (signatory unions and contractors) as to their compliance to the extent the parties are required by law or administrative rule to maintain such records.

Section 4. Helmets to Hardhats

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

(b) The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of military 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 military veterans for bona fide, provable past experience.

ARTICLE XVIII - BONDING & AUDITS

Section 1. Every Contractor agrees to and shall furnish a surety bond in the total amount of \$100,000.00 for each craft it employs. This bond is to assure payments of wages and fringe benefit contributions as required by the applicable Appendix. A copy of this bond must be filed with the Local Union office. Satisfactory proof of compliance with the above requirements and qualifications shall be furnished within 72 hours to the Union and the Construction Manager.

Section 2. The parties to this Agreement, Contractors, SEIBCTC and signatory unions will fully cooperate and comply with audits, reviews, and reporting obligations of the Owner. These audits and reviews are those concerning the compliance with the obligations of this Agreement.

ARTICLE XIX - SAVINGS CLAUSE

Section 1. It is not the intention of either the Contractor or the Union parties to violate any laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of the Agreement are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect, unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Contractor and Union agree that if and when any provisions of this Agreement are finally held or determined to be illegal or void by a court of competent jurisdiction, the parties will 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.

Section 2. The parties recognize the right of the Owner to withdraw, at its absolute discretion, the utilization of this Agreement as part of any bid specification, should a court of competent jurisdiction issue any order that is based on the subject matter of this

Agreement, which could result, temporarily or permanently, in delay of the bidding, awarding, and/or construction work on the Project.

ARTICLE XX - MISCELLANEOUS

It is further agreed that, where there is a conflict, the terms and conditions of this Project Labor Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except that the work of the International Union of Elevator Constructors on this Project shall be performed under the terms of its National Agreements, with the exceptions of Articles VI, VII, VIII and IX of this Project Labor Agreement, which shall apply to such work.

ARTICLE XXI - DURATION OF THE AGREEMENT

This Project Labor Agreement shall be effective on the date approved by the Owner, and shall continue in effect for the duration of the Project Construction work described in Article II hereof.

Section 1.

- (a) Turnover. Construction of any phase, portion, section or segment of the Project shall be deemed complete when such phase, portion, section or segment has been turned over to the Owner by the Contractor and the Owner has accepted such phase, portion, section or segment. As areas and systems of the Project are inspected and construction tested and/or approved by the Construction Manager and accepted by the Owner or third parties with the approval of the Owner, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the Construction Manager or Owner to engage in repairs or modifications required by its contract(s) with the Owner or the Construction Manager.
- (b) Notice. Notice of each final acceptance received by the Contractor will be provided to the Union with a description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch" list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the Owner and Notice of Acceptance is given by the Owner to the Contractor.
- (c) Termination. Final termination of all obligations, rights, liabilities and disagreements shall occur upon receipt by the Union of a notice from the Construction Manager or the Owner saying that no work remains within the scope of this Agreement.

Section 2. Appendices incorporated, as part of this Agreement shall continue in full force and effect until the Contractor and/or Union parties to the collective bargaining agreements which are the basis for such Appendices notify the Construction Manager of mutually agreed upon changes in such Agreements and their effective date(s).

The parties agree to recognize and implement such changes on their effective dates. Any disagreement between the parties over the incorporation into an Appendix of any such provision agreed upon in the negotiation of the local collective bargaining agreement,

which serves, as the basis for the Appendix, shall be referred to the permanent arbitrator for resolution under the procedures established in Article VIII. As part of this understanding, the Contractor agrees and consents to pay the increased contributions to the relevant jointly administered trust funds pursuant to the provisions of any collective bargaining agreements negotiated by the Unions during the work performed on the Project retroactively to the expiration date set out in the applicable Appendix, provided, however, if the provisions of any such new collective bargaining agreement provide that said increases shall not become effective until a later date after the date following the expiration date, then that later date shall prevail.

Section 3. The Union agrees that there will be no strikes, work stoppages, sympathy strikes, picketing, slowdowns, or any work delaying activity affecting the Project by any Union involved in the negotiation of such local collective bargaining agreement and the resulting Appendices, nor shall there be any lockout on this Project affecting the Union during the course of such negotiations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this
16th day of March, 2010

**On Behalf of the Owner, the
State of Iowa:**

Ray Walton

March 16, 2010

By _____
Ray Walton, Director
Department of Administrative Services
Hoover Building
1305 East Walnut
Des Moines, Iowa 50319
Telephone Number: 515-281-5360
Fax Number: 515-281-6140

On Behalf of SEIBCTC:

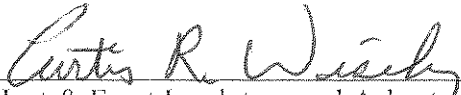
Charles Friedel
Charles Friedel, President

Ryan Drew
Ryan Drew, Vice President

Steve Price
Steve Price, Treasurer

Shane Merrick
Shane Merrick, Secretary

On Behalf of SEIBCTC Affiliates:




Heat & Frost Insulators and Asbestos Workers Local Union No. 81
5000 J Street S.W., Room 201, Cedar Rapids, Iowa 52404
(319) 362-8233 / (319) 362-1586 (Fax)



Boilermakers Local Lodge No. 83
5910 East 86th Street, Kansas City, MO 64138
(515) 783-5589 / (515) 981-5039 (Fax)



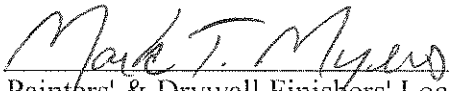
International Union of Bricklayers and Allied Craftsmen Local Union No. 3 of Iowa
2425 Delaware, Des Moines, Iowa 50317
(515) 262-7445 / (515) 262-6004 (Fax)



United Brotherhood of Carpenters & Joiners of America Local Union No. 1260
705 S. Clinton, Iowa City, Iowa 52240
(319) 338-1638 / (319) 338-3714 (Fax)



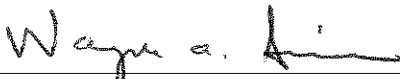
Operating Plasterers & Cement Masons' International Local Union No. 561
1224 E. Diehl Avenue, Des Moines, Iowa 50315
(319) 551-3386 / (319) 393-7748 (Fax)



Painters' & Drywall Finishers' Local No. 676
520 12th Street, Rock Island, IL 61201
(309) 788-8080 / (309) 788-8081 (Fax)



International Brotherhood of Electrical Workers Local No. 13
1205 Central Avenue, Burlington, Iowa 52601
(319) 752-0452 (Office & Fax)



International Union of Elevator Constructors Local No. 33
2000 Walker Avenue, Des Moines, Iowa 50317
(515) 262-0120 / (515) 262-0068 (Fax)

Larry W. Hopton

Glaziers Architectural Metal & Glass Workers, Local No. 581
520 12th Street, Rock Island, IL 61201
(309) 788-8080 / (309) 788-8081 (Fax)

Doug Crist

International Association of Bridge Structural and Ornamental Ironworkers Local No. 577

16452 Highway 34, West Burlington, Iowa 52655
~~(310)~~ 752-6951

319

Michael M. Smith

Laborers' International Union of North America Local No. 538
118 W. Main Street; P.O. Box 53, East Galesburg, IL 61430-0053

Dan O'Connell

Millwrights Local Union No. 2158
2707 62nd Street Court, Bettendorf, Iowa 52722
(563) 332-2158 / (563) 332-4486 (Fax)

Marshall E. Dorsch II

International Union of Operating Engineers Local No. 150
16452 Highway 34, West Burlington, Iowa 52601
(319) 759-3188

Mark T. Myers

International Union of Painters and Allied Trades, DC 81, Local No. 676
520 12th Street, Rock Island, IL 61201
(310) 788-8080

Monte D. Schell

Operative Plasterers' & Cement Masons' Local No. 18 of Central Illinois Rock Island Area #26

7909 42nd St., West, Rock Island, IL 61201
(309) 787-8280 / (309) 787-8276 (Fax)

Reginald A. Oster

Plumbers & Pipefitters Local No. 125
1839 16th Avenue, S.W., Cedar Rapids, Iowa 52404
(319) 365-0413 / (319) 365-1136 (Fax)

Michael R. Miller

Roofers, Waterproofers and Allied Workers Local Union No. 32
2827 7th Avenue, Room 10, Rock Island, IL 61201
(319) 786-2117

Charles Friedel

Sheet Metal Workers Local No. 91
16452 Highway 34, West Burlington, Iowa 52655
(319) 754-4653 / (319) 754-1577 (Fax)

Frank J. B. District 11

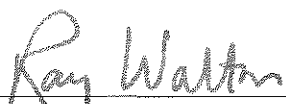
Road Sprinkler Fitter, UA Local Union No. 669
7050 Oakland Mills Road, Suite 200. Columbia Maryland 21046
(410) 381-4300 / (301) 621-8045 Fax

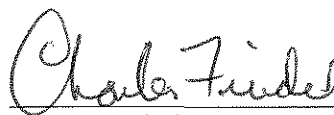
GWRIGHT/649616.1 /MSWord17980017

**FIRST ADDENDUM TO THE PROJECT LABOR AGREEMENTS FOR THE
IOWA CORRECTIONAL INSTITUTION FOR WOMEN AND THE NEW IOWA
STATE PENITENTIARY**

During the course of negotiations for the Project Labor Agreements to be utilized at the Iowa Correctional Institution for Women and the New Iowa State Penitentiary there was discussion about modifying the grievance procedure set forth in Article VIII to provide for an additional step in the grievance process. Specifically, consideration was given to language that would require an opportunity for an international representative of the affected signatory union to resolve the grievance before it was submitted to the Joint Administrative Committee. Upon further reflection, the parties have concluded that such a measure would be prudent. Accordingly, the parties have agreed to modify Article VIII, Section 2(b) as follows.

(b) The business representative and Contractor who are parties to the grievance shall meet within three (3) working days of the grievance and attempt to settle it. There shall be no extending the deadline for this meeting. The CIBCTC/SEIBCTC and the Designated Owner's Representative shall be notified of any settlement reached. *If the grievance is not settled, then The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor.* If the grievance is not settled within three (3) working days, the grievance may be referred by either party within two (2) working days to the Co-chairs of the Project Labor Agreement Joint Administrative Committee ("JAC") for adjustment. If a Union or a Contractor member of the JAC is a party to the grievance, that representative should excuse him/herself from the JAC for the purposes of that grievance.

 3-16-10
Ray Walton, Director
Department of Administrative
Services


Charles Friedel, President, SEIBCTC


Greg Foshe, President, CIBCTC