

**PROFESSIONAL BASEBALL STADIUM-NORTHERN NEVADA
PROJECT LABOR AGREEMENT**

Adopted Before October 1, 2007

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PROFESSIONAL BASEBALL STADIUM-NORTHERN NEVADA
PROJECT LABOR AGREEMENT

This Project Labor Agreement (hereinafter, the "Agreement") is incorporated into the Development Agreement for Expenditure and Distribution of Rental Car Fees for a Minor League Baseball Stadium Project between the Board of County Commissioners, Washoe County, Nevada (hereinafter, "Board of County Commissioners") et al. and Nevada Land LLC, a Delaware limited liability company or "Owner" (the "County Agreement"), approved by the Board of County Commissioners, and is incorporated into the Disposition and Development Agreement (Baseball Stadium) between the Reno City Council, Reno, Nevada (hereinafter, "Reno City Council") et al. and Nevada Land LLC, a Delaware limited liability company or "Owner" (the "City Agreement" and together with the County Agreement, the "Development Agreements"), approved by the Reno City Council, and entered into the ____ day of September, 2007 by and between Nevada Land LLC, a Delaware limited liability company or "Owner" and The Northern Nevada Building and Construction Trades Council, (hereinafter, "Building Trades Council") its affiliated Local Unions, and with the International Brotherhood of Carpenters and Joiners of America and its affiliated Local Unions that become signatory hereto (hereinafter "Carpenters") (hereinafter, collectively called the "Union(s)" or "Local Union(s)"), with respect to the new construction work within the scope of this Agreement that is contracted by the Owner for the construction of the Professional Baseball Stadium-Northern Nevada, encompassing the site or sites where Building Trades work, which shall be defined as all demolition, construction, alteration, rehabilitation, or any other construction activities which is to be performed that is necessary for the completion of the Professional Baseball Stadium-Northern Nevada, known collectively as the "Project."

It is understood by the parties to this Agreement that the project does not currently involve the use of federal funds for construction, that if this Agreement is acceptable to the Board of County Commissioners, and the Reno City Council it will become the policy of the Board of County Commissioners and the Reno City Council by and through the Owner to contract the covered work exclusively to Contractors who agree to execute and be bound by the terms of this Agreement. The Owner will implement this Agreement by including it in the bid documents, contract specifications and other contract documents for work covered by the Agreement as hereinafter defined. Therefore, the Unions agree that other contractors may execute the Agreement for purposes of covering such work. A Contractor chosen by the Owner and hereinafter called the "Owner's Designee", and its successors or assigns, will monitor compliance with this Agreement by contractors covered by the Agreement.

The term "Contractor" includes all construction contractors and subcontractors of whatever tier engaged in on-site construction work within the scope of this Agreement, including Owner's Designee when it performs construction work within the scope of this Agreement. Where specific reference to Owner's Designee alone is intended it is referred to as such.

The Unions, Owner's Designee and all signatory Contractors agree to abide by the terms and conditions contained in this Agreement. This Agreement represents the complete understanding of the parties, and 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 Owner's Designee.

The Unions agree that this Agreement will be made available to, and will fully apply to, any contractor that performs Project work who becomes a signatory hereto, without regard to whether that contractor performs work at other sites on either a union or a non-union basis, and without regard to whether employees of such contractor are or are not members of any union. This Agreement shall not apply to the work of any contractor that is performed at any location other than the Project sites as defined in this Agreement.

ARTICLE I **PURPOSE**

This Agreement covers work at the Professional Baseball Stadium-Northern Nevada and the site or sites where Building Trades work is performed that is necessary for the completion of the Project that fulfills the varied recreation needs of the citizens of Washoe County and tourist visitors to this important business and recreation center in Northern Nevada. The Project is a multiuse recreation and event facility estimated to cost \$50 Million. The timely and successful completion of this Project is critical to the economic development of Northern Nevada into a recreational destination for the Western United States.

In recognition of the special needs of this Project and to maintain a spirit of harmony, labor-management peace and stability during the term of this Project Labor Agreement, the parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise; and in recognition of such methods and procedures, the Unions agree not to engage in any strikes, slow downs or interruption of work and the Contractor agrees not to engage in any lockout. The Unions and the Contractors recognize that the completion of this Project will require non-construction services to be provided by employers who will not be signatory to this Agreement. When Owner's Designee is informed of such non-construction services, it will notify the Building Trades Council. The Unions agree to work in harmony with and not to interfere with any such service companies at the Project sites.

Work performed on the Project for traffic control set up, flagging, material stocking, handling, or distribution to the point or points of installation, final clean up including final wipe down and other processes necessary to the completion of and normally completed as part of a turn key project shall not be considered to be excluded non-construction services.

The parties are committed to providing open access to all contractors that agree to become bound to this Agreement and to assuring an adequate supply of craft workers possessing the requisite skills and training in order to provide the owner and the citizens of Washoe County a Project of the highest quality.

ARTICLE II

SCOPE OF AGREEMENT

This Agreement, hereinafter designated as the "Project Labor Agreement" or "Agreement" applies and is limited to all new construction as defined in Section 1 of this Article performed by those Contractor(s) of whatever tier, which may include Owner's Designee, that are awarded contracts for such work by the Owner or Owner's Designee, on or after the effective date of this Agreement, with regard to the demolition, construction, alteration, rehabilitation, or any other construction activities necessary to complete the covered work, hereinafter referred to as the "Project" and specifically defined below.

Section 1. This Project is specifically defined as, all work to be completed and specified in the Development Agreements approved by the Board of County Commissioners and Reno City Council for new construction work awarded by the Owner or Owner's Designee, to any contractor and any additional work to be completed by the Owner in order to make a fully operational stand alone facility. Should the Project become eligible for federal funding, to which Executive Order 13202 would apply, the parties acknowledge that such federally funded work shall be excluded from the application of this Agreement and the Owner agrees to segregate the work that is to be paid by any Federal funds from the work not paid by Federal funds covered by this Agreement. Should the Executive Order be invalidated or revoked, the Owner agrees that any work originally proposed to be covered work but excluded because of the Executive Order will become covered work subject to this Agreement; provided that the work remains to be bid and awarded when the Executive Order is removed.

Subject to the provisions of the Development Agreements it is understood by the parties that the Owner may at any time and at its sole discretion determine to build segments of this Project under this Agreement not currently proposed, or to modify, or not to build any one or more of the particular segments currently proposed to be covered.

Section 2. Items specifically excluded from the scope of this Agreement include the following:

(a) Work of any employees not covered by a classification on the applicable prevailing wage determination and work of all non-manual employees, including but not limited to, superintendents, supervisors, staff engineers, quality control and quality assurance personnel, timekeepers, mail carriers, clerks, office workers, including messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory and management employees hired by the Contractor.

(b) Work of any employees represented by a Union that chooses not to become a party to this Agreement. Any Union that chooses not to become a party to this Agreement shall not receive benefit of any provision of this Agreement. There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason (including disputes relating to the negotiation or renegotiation of the local collective bargaining agreements of any Union(s) that are not parties to this Agreement) by the Union(s) or employees against any Contractor covered under this Agreement and there shall be no lockout by the Contractor. The Unions signatory to this Agreement are committed to the stabilizing benefit of the no work stoppages or lockouts provisions found in Project Labor Agreements. Accordingly in the event a Union that is not party to this Agreement for any reason fails or refuses to supply the Craft Workers necessary to complete this Project, the Unions party to this Agreement will use their best efforts to assist the Contractors to secure sufficient Craft Workers needed for the Project, including performing the work with the Craft Workers covered by this Agreement.

(c) All off-site manufacture and handling of materials, equipment or machinery (except at dedicated lay-down or storage areas).

(d) All employees of Owner's Designee that are, design and engineering teams, or any other consultant of the owner.

(e) Any work performed on or near or leading to or onto the site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their contractors; or by public utilities or their contractors.

(f) Work by employees of a manufacturer or vendor to install the manufacturer's or vendor's products where performance of the work by those employees is expressly stated in the manufacturer's or vendor's written warranty or guarantee to be a condition for the warranty or guarantee for such products; provided the manufacturer or vendor possesses any license required for the performance of the work. For any work performed pursuant to this provision, the Contractor shall provide copies of the written warranty requirement to the Union and the Owner's Designee prior to the commencement of work by the manufacturer or vendor. This exclusion does not apply to any on-site construction work subcontracted by such manufacturer or vendor.

(g) The initial test, or start up of installed equipment will be performed by the contractor with its own employees. If the initial or successive test(s) or start up(s) result in a failure and the contractor determines in its discretion to bring in the manufacturer or vendor to resolve the failure, the manufacturer or vendor will be allowed to perform such hands-on diagnostic work with its own employees.

(h) Non-construction operation, maintenance, repair or replacement of facilities and support services contracted by the Owner or Owner's Designee in connection with this Project.

(i) Owner-financed construction work ancillary to this Project, but owned by others.

Section 3 (a). The Owner, Owner's Authorized representative, Owner's Designee, and/or Contractors, as appropriate, have the absolute right to award contracts or subcontracts on this Project notwithstanding the existence or non-existence of any Agreements between such Contractor and any Union party provided only that such Contractor is willing, ready and able to comply with this Project Labor Agreement and execute a Letter of Assent (in the form attached as Appendix A), should such Contractor be awarded work covered by this Agreement.

(b) It is agreed that all subcontractors of a Contractor, of whatever 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 to be bound by the terms and conditions of this Project Labor Agreement, and shall evidence their acceptance by the execution and submission of a Letter of Assent prior to the commencement of work. A copy of the Letter of Assent executed by the Contractor shall be provided to the Building Trades Council and Owner's Designee prior to the dispatch of employees to the job site.

Section 4 (a). The provisions of this Project Labor Agreement (including the Schedule A's, which are the local collective bargaining agreements covering the corresponding covered work between a bona fide contractor group or representative and the signatory Unions having jurisdiction over the work on the Project) 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. Owner's Designee and each Local Union shall, prior to the commencement of work, agree upon the local collective bargaining agreement to be designated as the applicable Schedule A for work covered by this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall prevail except as provided in Subsection (c) below. Where a subject is covered by the provisions of a Schedule A and is not covered by this Agreement, the provisions of the Schedule A shall prevail.

(b) Any dispute as to the applicable source between this Agreement and any Schedule A for determining the wages, hours and working conditions of employees on this Project shall be resolved under the procedures established in Article VIII. It is understood that this Agreement, together with the referenced Schedule A's constitute a self-contained, stand-alone agreement and that by virtue of having become bound to this Project Labor Agreement the Contractor will not be obligated to sign any other local, area or National Agreement as a condition of performing work within the scope of this Agreement.

(c) For any Contractor who is otherwise independently signatory to any of the Agreements contained in Schedule A of this Project Labor Agreement in no way supersedes the subcontracting provisions contained in the applicable Schedule A. The subcontracting provisions contained in the applicable Schedule A shall remain enforceable between the Union(s) and their respective signatory Contractors and no provision of this Project Labor Agreement shall be interpreted and/or applied so as to claim that this Project Labor Agreement has precedence over any existing subcontracting obligations and restrictions between the Union(s) and any independently signatory Contractor.

Section 5. It is understood that the liability of the 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, Owner's Representative, Owner's Designee and/or any Contractor.

ARTICLE III
LABOR/MANAGEMENT COOPERATION
JOINT ADMINISTRATIVE COMMITTEE

Section 1. The parties to this Agreement recognize the necessity for cooperation and communication between Labor and Management and the elimination of disputes and misunderstandings among the parties. To this end, a representative of the Owner's Designee will meet bi-monthly or as necessary with the representatives of the Building Trades Council and signatory Local Unions to promote harmonious and stable labor/management relations on the Project, and to insure effective and constructive communications between the labor and management parties. The date and time of this meeting will be determined by the parties and will be open to all representatives of Contractors signatory to this Agreement.

At this meeting, the Owner's Designee representative will give a report on the safety and progress of on-going contracts and any outstanding issues pertaining to this Project, and will entertain questions and discuss labor relations matters of mutual interest affecting the work and the administration of the Agreement.

Section 2. A Project Labor Agreement Joint Administrative Committee will be formed consisting of three Union representatives - selected by the Unions - and three Contractor representatives - selected by Owner's Designee in consultation with the Owner. The Committee shall be jointly chaired by a representative of Owner's Designee and a representative of the Unions appointed by the Building and Constructions Trades Council. The purpose of the committee will be to resolve disputes and, misunderstandings having project-wide significance or involving interpretation of terms and conditions of this Agreement that will have general application to all Contractors.

The Committee shall meet at the call of the Joint Chairs of the bi-monthly Labor/Management Meeting to discuss any labor/management problems that may arise, or any other matters consistent with this Agreement. Owner's Designee shall be responsible for the scheduling of the meetings, 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 meeting shall be given to the Committee members at least three (3) working days prior to the meeting. In an emergency, a meeting of the Committee may be held within forty-eight (48) hours at the request of any member Union or Contractor.

At such meetings, any member may present facts concerning any alleged violations of any part of the Agreement by a Contractor or its subcontractors or by any Union. The Unions and the Contractors each agree to notify the other party upon discovery of any potential violations of this Agreement. Any agreement or resolution reached pursuant to this paragraph shall not supersede, alter, modify, amend, add to or subtract from this Agreement.

All parties signatory to this Agreement acknowledge the importance of active support of the Joint Administrative Committee and agree to attend and participate in the meetings, as their responsibility on the Project requires.

ARTICLE IV **UNION RECOGNITION AND EMPLOYMENT**

Section 1. The Contractor recognizes the Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this Agreement. The Parties acknowledge that the collective bargaining relationship so established is a “pre-hire” relationship permitted by Section 8(f) of the National Labor Relations Act, except that this provision does not change any pre-existing Section 9(a) collective bargaining relationship that exists between any Contractor and Union parties to this Agreement.

Section 2. The Contractor shall 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, consistent with Section 10(b) of this Article and Article V, Section 3 below.

Section 3. For Local Unions now having a job referral system as contained in Schedule A, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as it may be modified by this Article. Such job referral system 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 non-discrimination, and referrals shall not be affected in any way by the rules, regulations, by-laws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements. All of the foregoing hiring procedures, including related practices affecting apprenticeship and 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 reason, provided the Contractor complies with Article XI, Section 6(a).

Section 4. In the event that Local Unions are unable to fill any requisitions for employees within twenty-four (24) hours after such requisition is made by the Contractor (Saturdays, Sundays, and holidays excepted), the Contractor may employ applicants from any other available source. The Contractor shall inform the Union of the names, addresses and social security numbers of any applicants hired from other sources and refer the applicants to the Local Union for dispatch to the Project prior to the commencement of any work by such employees. In no case shall the Contractor employ workers under this section to perform such work who have less experience or qualifications than the experience and qualifications called for in the unfilled work order.

Section 5. The Local Unions shall not knowingly refer an employee currently employed by any Contractor working under this Agreement to any other Contractor.

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 areas 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 the area of the Project 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 and apprentices 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 signatory Local Union does not have a job referral system as set forth in Section 3 above, the Contractor shall give the Union equal opportunity to refer applicants. The Contractor shall notify the Union of names, addresses and social security numbers of employees hired from any source other than referral by the Union prior to the commencement of any work by such employee.

Section 8. Upon requisition from the Contractor, the Local Union shall refer minorities or females to comply with any State or Federal law, rule or regulation or Presidential Order regarding the recruitment of minorities and/or females. In the event the Local Unions either fail, or are unable, to refer qualified minority or female applicants in percentages equaling the Contractor's affirmative action goals, if any, the Contractor may employ qualified minority or female applicants from any other available source. The Contractor shall inform the Union of the name and social security numbers of any applicants hired from other sources and refer the applicant to the Local Union for dispatch to the Project, prior to the commencement of any work by such employee.

Section 9. 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, there is in effect and in the possession of the Contractor a voluntary written dues or working assessment deduction authorization executed by the employee on a standard form furnished by the Union, the Contractor agrees to deduct union dues or working assessments 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.

Section 10 (a). 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. To ensure that such 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

Union will honor, referral of persons who have applied to the Local Union for Project work and who meet the following qualifications:

- (1) possess any license required by state or federal law for the Project work to be performed;
- (2) have worked a total of at least two thousand (2,000) hours at the level of journeyman in the specific construction craft during the prior three (3) years;
- (3) were on the Contractor's active payroll for at least one hundred eighty (180) calendar days out of the twelve (12) months prior to the contract award;
- (4) have the ability to perform safely the basic functions of the applicable trade.

The Union will refer to such Contractor one journeyman 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 journeyman and shall repeat the process, one and one, until such Contractor's crew requirements are met or until such Contractor has hired four (4) "core" employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s).

(b) For the duration of the Contractor's work the ratio shall be maintained and when the Contractor's workforce is reduced, employees shall be reduced in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring.

Section 11. Except as provided in Section 10(b) above and Article V, Section 3, individual seniority will not be recognized or applied to employees working on the Project.

Section 12. The selection and hiring of craft foremen and/or general foremen and the number of foremen required shall be entirely the responsibility of the Contractor, except that no craft foreman shall be required to supervise more than ten (10) craft employees. Craft foremen shall be designated working foremen at the request of the Contractor. Craft workers covered by this Agreement will, in the normal day-to-day operations, take their direction and supervision from their foreman, except that authorized representatives of the Contractor may give incidental instructions to the workers in the absence of the foreman or in special circumstances when immediate direction is necessary.

ARTICLE V
UNION REPRESENTATION AND STEWARDS

Section 1. Authorized representatives of the Union shall have access to the Project, provided that they do not interfere with the work of the employees and further provided that such representatives fully comply with posted visitor, security and safety rules of the Project. The Contractor recognizes the right of access set forth in this Section and the need to meet with represented workers. Consistent with the foregoing requirements, such access will not be unreasonably withheld from an authorized representative of the Union.

Section 2 (a). Each signatory Local Union shall have the right to designate a working journeyman 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 such person's duties as 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 for their respective crafts.

(b) In addition to his work as an employee, the steward shall have the right to receive, but not solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. 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 union duties.

(c) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

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 disciplinary discharge for just cause. If a steward is protected against such layoff by the provisions of any Schedule A, such provisions shall be recognized 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 for just cause, the appropriate Union and Owner's Designee shall be notified immediately by the Contractor.

ARTICLE VI
MANAGEMENT'S RIGHTS

Section 1. The Contractor retains the full and exclusive authority for the management of its operations and shall be responsible for the management and prosecution of the work consistent with the provisions of this Agreement. Except as expressly limited by other provisions of this Agreement, the Contractor retains the right to direct the workforce, including the hiring, promotion, transfer within a contract, layoff, discipline or discharge for just cause of its employees; the selection of foremen; the assignment and schedule of work; the promulgation of reasonable work rules; and, the requirement of overtime work, the determination of when it will be worked and the number and identity of employees engaged in such work. No rules, customs, or practices which limit or restrict productivity, efficiency or the individual and/or joint working efforts of employees shall be permitted or observed. The Contractor may utilize any methods or techniques of construction.

Section 2. There shall be no limitation or restriction by a signatory Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization of equipment, machinery, packaging, pre-cast, pre-fabricated, 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 work; provided, however, it is recognized that installation of manufactured items may be performed by employees employed under this Agreement who may be directed by other personnel in a supervisory role, or, by employees of the vendor or manufacturer where performance of the work by those employees is expressly stated in the manufacturer's or vendor's written warranty or guarantee to be a condition for the warranty or guarantee for such manufactured item or where the employees working under this Agreement lack the required skills to perform the work, provided the manufacturer or vendor possesses any license required for the performance of the work. For any work performed pursuant to this provision, the Contractor shall provide copies of the written warranty requirement to the Union and the Owner's Designee prior to the commencement of work by the manufacturer or vendor. This exclusion does not apply to any on-site construction work subcontracted by such manufacturer or vendor. In the absence of a written warranty, the Contractor responsible for performing the work will assign the work to the appropriate craft prior to the commencement of work.

Section 3. The use of new technology, equipment, machinery, tools and/or laborsaving devices and methods of performing work may 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

WORK STOPPAGES AND LOCKOUTS

Section 1. There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason (including disputes relating to the negotiation or renegotiation of the local collective bargaining agreements which serve as the basis for the Schedule A's) by the Union(s) or employees against any Contractor covered under this Agreement and there shall be no lockout by the Contractor. Failure of any 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 sites is a violation of this Article.

Section 2. The Contractor may discharge any employee violating Section 1, above, and any such employee will not be eligible for rehire under this Agreement for a period of one hundred eighty (180) calendar days. Owner's Designee and the Union shall take all steps necessary to obtain compliance with this Article and neither shall be held liable for conduct for which it is not responsible.

Section 3 (a). If the Contractor contends that any Union has violated this Article, Article II Section 2 (b), Article IX, Section 1 or Article XVIII, Section 3, it will notify in writing the Local Union(s) involved, advising them of the fact, with copies of such notice to the Building Trades Council, and Owner's Designee. The Building Trades Council will immediately instruct, order and use the best efforts to cause the Local Union(s) to cease any violation of this Article. The Building Trades Council complying with this obligation shall not be liable for unauthorized acts of the Local Union(s).

(b) If the Union contends that any Contractor has violated this Article, it will notify the Contractor and Owner's Designee setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 5. 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 operational reason or special circumstances.

Section 4. There shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity affecting the Project sites during the term of this Agreement. 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 5(h).

Section 5. Any party, including the Owner or Owner's Designee, whom the parties agree are a party in interest for purposes of this Article, 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, above, Section 2 (b) of Article II, Section 4 of Article IX, or Section 3 of Article XVIII is alleged:

(a) A party invoking this procedure shall notify Chuck Askin at (925) 934-1929, or Gerald McKay at (650) 588-6655 whom the parties agree shall be the Permanent Arbitrator and his alternate, respectively, under this procedure. In the event that the Permanent Arbitrator is unavailable at any time, he shall appoint his alternate to hear the dispute. Notice to the Permanent Arbitrator shall be by the most expeditious means available, with notices to the party alleged to be in violation and to the Building Trades Council 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 Permanent Arbitrator named above or his 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 Building Trades Council required by Section 3, above.

(c) The Permanent 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 Permanent 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 Permanent Arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Section 1, above, Section 4 of Article IX, or Section 3 of Article XVIII, has in fact occurred. The Permanent Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or, except as expressly provided by Section 5(h) 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) calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Permanent 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 or registered mail 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 Permanent Arbitrator's Award as issued under Section 5(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 Permanent 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 or which interfere with compliance hereto are hereby waived by the parties to whom they accrue.

(g) The fees and expenses of the Permanent Arbitrator shall be borne equally by the parties unless the Permanent Arbitrator determines that particular circumstances of the case require that they be allocated differently.

(h) If the Permanent Arbitrator determines that a violation of Section 1, above, Section 4 of Article IX, or Section 3 of Article XVIII, has occurred in accordance with Section 5(d) above, the Arbitrator shall be empowered to assess up to \$5,000 as liquidated damages as determined by the Arbitrator for the first shift in which the violation occurred, and shall impose \$6,000 for each scheduled shift thereafter on which the craft has not returned to work. The Arbitrator shall determine whether the specified damages in this Section shall be paid to the Owner or the affected Employer. If the Arbitrator determines that a lockout has occurred in violation of Section 1, he shall be empowered to award back pay to the employees who were locked out. The Permanent Arbitrator shall retain jurisdiction to determine compliance with this section and Section 2 of this Article.

Section 6. Procedures contained in Article VIII shall not be applicable to any alleged violation of this Article, with the single exception that any employee discharged for violation of Section 1, above, may resort to the procedures of Article VIII to determine only if he was, in fact, engaged in that violation.

Section 7. Owner's Designee is a party-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 by the party serving the notice, and, at its option, may initiate or participate as a full party in any proceeding initiated under these articles.

ARTICLE VIII
DISPUTES AND GRIEVANCES

Section 1 (a). This Agreement is intended to provide close cooperation between management and labor. Owner's Designee and the Building Trades Council shall each assign a representative to this Project for the purpose of assisting the Local Unions, together with the Contractor, to complete the construction of this Project economically, efficiently, continuously and without interruption, delays or work stoppages.

(b) Owner's Designee, 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. (a) 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, Section 1, or Article IX, Section 4) shall be considered a grievance and subject to resolution under the following procedures.

(b) Should the Local Union(s) or Owner's Designee or any other Contractor have a dispute with the other party that has Project-wide implications and, if after conferring within ten (10) working days after the disputing party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within three (3) working days, the dispute shall be reduced to writing and be referred to the full Project Labor Agreement Joint Administrative Committee ("JAC") under Article III for adjustment. If the full JAC can not resolve the dispute that has project-wide implications the dispute shall be submitted to Step three (3) of this Grievance procedure. All other Local Union, Owner's Designee or Contractor disputes shall be referred to Step one (1) of this Grievance procedure.

Step 1 When any employee subject to the provisions of this Agreement feels he/she is aggrieved by a violation of this Agreement, he/she shall, through his/her Local Union business representative or job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor and to Owner's Designee stating the provision(s) alleged to have been violated. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within five (5) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within three (3) working days thereafter, pursue Step 2 of the grievance procedure provided the grievance is reduced to writing setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) interpretation or application of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedent setting.

Step 2 If the grievance shall have been submitted but not resolved under Step 1 the Grievance shall be submitted to a sub-committee of the JAC to be known as the JAC Grievance committee. The JAC Grievance committee shall be formed from two (2) of the Union representatives that were appointed to the JAC and two (2) of the Contractor representatives that were appointed to the JAC. None of the parties to the Grievance may serve on the JAC Grievance committee. Alternate representatives must be appointed by the Union(s) or Contractors should the JAC Grievance committee fall below two (2) from each side. The Grievance shall be decided on a unit vote basis. The JAC Grievance committee shall meet within Five (5) working days, with the Business Manager of the involved Local Union or his designee, and the site representative of the involved Contractor to consider the Grievance. The JAC Grievance committee shall issue a decision within five (5) working days after the meeting. If the grievance is resolved by the JAC Grievance Committee the decision shall be final and binding on all parties.

Step 3 If the Grievance is not resolved by a unanimous or one (1) to none vote of the JAC Grievance committee either party may request in writing within seven (7) working days after the completion of Step 2 that the grievance be submitted to a panel of seven (7) arbitrators pre-selected by the parties to this Agreement. If the panel has not been agreed upon by the parties, the Federal Mediation and Conciliation Service shall be requested to submit the names of seven (7) impartial arbitrators. The arbitrator shall be selected on the basis of who is first available. The decision of the Arbitrator shall be final and binding on all parties and the fee and expenses of such arbitration shall be borne equally by the parties unless the Arbitrator determines that particular circumstances of the case require that they be allocated differently.

(c) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. Failure to respond within the time limits specified, without an extension or failure to process a Grievance shall be deemed a waiver of such Grievance without prejudice or without precedent to the processing of and/or resolution of similar or like grievances or disputes. The Arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to or detract from any of the provisions of this Agreement.

Section 3. No adjustment or decision may provide retroactivity exceeding sixty (60) calendar days prior to the date of the filing of a written grievance.

Section 4. Owner's Designee shall be notified by the involved Contractor of all grievances and shall receive copies of required written responses by the party responsible for taking actions at Steps 2 and 3 and shall, upon its request, be permitted to participate fully in all proceedings at these steps.

ARTICLE IX
JURISDICTIONAL DISPUTES

Section 1 (a) There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns or other disruptive activity and there shall be no lockout by the Contractor arising from any Jurisdictional Disputes.

(b) The Contractor shall assign work on the basis of traditional craft jurisdictional lines. Jurisdictional assignments shall be made on the basis of prevailing area (Washoe County Nevada) practice, agreements of record, and established trade agreements. It shall be the responsibility of the Contractor making any assignment to inform itself of the prevailing area practice prior to making a final assignment. Such assignments shall be disclosed by the Contractor at a pre-job conference held in accordance with industry practice, which pre-job conference will include a representative of Owner's Designee.

(c) The Contractor, following the procedures outlined in Attachments 2 and 3 will announce proposed work assignments at a pre-job/jurisdictional assignment conference held in accordance industry practice not later than fourteen (14) calendar days before commencing any work under this Agreement. The pre-job conference may include a representative of Owner's Designee. Any Union in disagreement with the proposed assignment shall notify the Contractor of its position in writing, with a copy to the Union the work was assigned to, the Owner's Designee and the Building Trades Council, within seven (7) calendar days thereafter. Within seven (7) calendar days after the period allowed for Union notices of disagreement with the Contractor's proposed assignments, but prior to the commencement of any work, the Contractor shall make final assignments in writing with copies to the Union that was in disagreement with the assignment, the Building Trades Council and the Owner's Designee.

Section 2. Any jurisdictional dispute over the Contractor's assignment of work shall be settled in accordance with the following procedure:

- (a) If the dispute is not satisfactorily resolved among all the parties after the final assignment is made as provided above the aggrieved Union(s) or the involved Contractor may refer the dispute, within five (5) working days thereafter, to the JAC established in Article III to resolve the dispute. The JAC will, within seven (7) calendar days of such referral, conduct a hearing and render a determination, which shall be based solely on area (Washoe County Nevada) practice, to resolve the dispute. Any resolution will be reduced to writing and signed by the representatives of the JAC. The parties will provide a copy of any resolution to Owner's Designee.
- (b) In such hearing, none of the parties to the dispute may serve on the JAC. Alternate representatives must be appointed by the Union(s) or Contractors should the JAC fall below three (3) from each side.
- (c) In the event that the JAC is unable to resolve the dispute within seven (7) calendar days from the date of referral, any of the interested parties may refer the dispute to the respective International Unions to resolve the dispute.

(d) Any award or resolution made pursuant to this procedure, shall be final and binding on the disputing Unions and the involved Contractor under this Agreement only, and may be enforced in any court of competent jurisdiction. Such award or resolution shall not establish a precedent on any construction work not covered by this Agreement. In all disputes under this Article, Owner's Designee shall be notified of the dispute and any meetings among the disputing parties to resolve the dispute; and shall be considered a party in interest, with a full right of participation.

Section 3 In making any determination hereunder, there shall be no authority to assign work to a double crew, that is, to more employees than the minimum required to perform the work involved, there shall be no authority to assign the work to employees who are not qualified to perform the work involved. This does not prohibit the establishment, with the agreement of the involved Contractor, of composite crews where more than one (1) employee is needed for the job. The aforesaid determination shall decide only to whom the disputed work belongs.

Section 4 Pending the resolution of the dispute, the work shall proceed as assigned by the Contractor. The award or resolution shall be confirmed in writing to the involved parties with a copy to Owner's Designee. There shall be no strike, work stoppage or interruption in protest of any such award or any resolution.

Section 5 Nothing in this Article shall supersede the right of the Union(s) to enforce their applicable local Collective Bargaining Agreement as provided in Article II Section 4 (c) of this Agreement, provided the Union(s) do not violate Section 1 of this Article.

ARTICLE X

WAGES AND BENEFITS

Section 1. All employees covered by this Agreement shall be classified in accordance with work performed and paid the hourly wage rates for those classifications in compliance with the applicable prevailing wage determination incorporated in the Contractor's contract or the applicable wage and benefit rates found in the Schedule A's and such wage and benefit rates shall increase as provided in the Schedule A. The applicable prevailing wage determination for each contract shall be that determination which is included in the bid specifications for the contract. Apprentices shall be paid in accordance with the applicable ratio or percentage of the journeyman rate contained in the Schedule A. If the prevailing wage laws are repealed during the term of this Agreement, the Contractor shall pay the wage and benefit rates established under the Schedule A's.

Section 2. All employees covered by this Agreement may be paid by check and shall be paid no later than the end of their shift on Friday each week. Any employee who is discharged or laid off shall be entitled to receive all accrued wages immediately upon discharge or layoff. No more than one week of wages may be withheld. 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 may be verbal. The hiring hall shall be similarly notified as established under the Schedule A's.

Section 3. The Contractor will pay contributions to the established employee benefits funds in the amounts designated in the appropriate Schedule A and will make all employee-authorized deductions in the amounts designated in the appropriate Schedule A, including adjustments to the contribution rates that may be made in renegotiation of the local collective bargaining agreement that serves as the basis for Schedule A during the life of the Contractor's contract in accordance with the provisions of Article XVIII, Section 2 of this Agreement.

The Contractor agrees to pay the industry or similar funds as designated in the appropriate Schedule A's during the life of the Contractor's contract in accordance with the provisions of Article XVIII, Section 2 of this Agreement.

Authorized employee deduction programs established or negotiated under the applicable Schedule A or by the parties to this Agreement during the life of this Agreement may be added, subject to the limitations upon such negotiated changes contained in Article XVIII, Section 2 of this Agreement.

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

Section 4. Contractors of whatever tier shall make regular and timely contributions required by Section 3 of this Article in amounts and on the time schedule set forth in the appropriate Schedule A. Delinquency in remission of contributions is a breach of this Agreement. If a Contractor or subcontractor is delinquent in any such contributions, the Union or the Trust Fund shall provide timely notification to Owner's Designee after efforts by the Fund to resolve the delinquency have been exhausted, and provide documentary evidence of the delinquency endorsed by the Fund. Upon such notification, Owner's Designee will attempt to resolve the delinquency among the Contractor or subcontractor, the Union and the Fund. If the delinquency is not resolved within ten (10) working 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 subcontractor in the amount of the undisputed delinquency. In the case of a delinquent prime Contractor, The Union shall notify the Owner of the delinquency.

If the delinquency is not resolved after timely notification within thirty (30) calendar days the Union reserves the right to take whatever legal action at their disposal, including withholding workers. If workers are withheld from work under this provision such shall not be deemed to be a violation under Article VII of this Agreement.

Each individual Contractor party to this Agreement, upon request of the appropriate Trust Fund specified in the appropriate Schedule A's shall permit the Trust Fund auditors to review any and all records relevant to the enforcement of the provisions of this Agreement and the Trust Funds. The Contractors shall allow the auditors to enter upon the premises of such Contractor during business hours at reasonable time or times to examine and copy such books, records, papers or reports of such Contractors as may be necessary to determine whether or not the Contractor is making full payment of all sums required by this Agreement and the Trust Funds. Such review shall be permitted not more than five (5) working days after demand. If the Contractor cancels an audit appointment with out appropriate notice to the notice to the auditor the cost of such lost time by the auditor shall be borne by the Contractor.

The cost of the audit shall be borne by the individual Contractor if the shortage disclosed by the audit exceeds \$1,000.00. Any individual Contractor who refuses audit entry shall pay all the legal fees and costs necessary for compliance of audit entry.

ARTICLE XI
HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

Section 1. Work Day and Work Week. Eight (8) hours per day between the hours of 5:00 A. M. and 4:30 P.M., plus one-half (½) hour unpaid lunch shall constitute the standard work day. Forty (40) hours per week shall constitute a regular week's work. Employees shall be entitled to a one-half (1/2) hour unpaid lunch period approximately mid-way through the shift. 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 day, work week and work starting time set by the Contractor at the pre-job conference which may be changed thereafter by the Contractor upon three (3) working days' notice to the Union(s) and the workers, or upon less notice if the change is directed by the Owner or in the case of emergencies or other good cause shown. This standard work day and work week may be changed in advance of construction by the specifications in contract bid documents or, during the progress of the work, as necessary by the Owner to meet specification requirements. Such changes shall be made with as much notice as possible to the affected Unions and workers consistent with the operating condition requiring the change and, if done in accordance with this provision, shall be made without penalty or restriction that might otherwise be applicable to such a change.

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, which is defined as fifteen (15) minutes before the scheduled end of the shift. This fifteen (15) minutes shall be used for pickup, clean up and travel. 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. There shall be no pay for time not worked unless the employee is otherwise engaged at the direction of the Contractor.

Section 3. Overtime. Overtime shall be defined as all hours worked in excess of eight (8) daily, Monday through Friday. All hours worked on Saturday, Sunday and holidays shall be paid as provided in the applicable Schedule A.

There will be no restriction on the Contractor's scheduling of overtime or the non-discriminatory designation of employees who will work. Steward overtime shall be as provided in the applicable Schedule A, provided the steward is qualified to perform the work available. There shall be no pyramiding of overtime pay under any circumstances.

Section 4 (a). Shifts. Shift work may be performed at the option of the Contractor(s) upon three (3) working days' prior notice to the Union(s), unless a shorter notice period is provided in the applicable Schedule A or the shift work was noticed at the pre job conference. Where, however, a shift change is directed by the Owner and is required by immediate and necessary operating conditions, shorter notice of the shift change may be given, provided that such notice and reason is given as soon as practical. Once instituted, an established shift shall continue for a period of not less than five (5) working days. Saturdays and Sundays, if worked, may be used to meet the five (5) day minimum work shift. Where operating conditions cause the change, the shift schedule will continue for the duration of the condition causing the change and may be ended with a reversion to the original shift without penalty. Notice to the Unions and the workers at the time of the change of shift will include notice of the expected duration of the change. If two (2) shifts or three (3) shifts are worked, the second shift shall consist of seven and one-half (7 ½) hours of continuous work exclusive of one-half (½) hour unpaid lunch period for which the workers shall receive eight (8) hours' pay, and the third shift shall consist of seven (7) hours of continuous work exclusive of one-half (½) hour unpaid lunch period for which the workers shall receive eight (8) hours' pay. Any Friday shift starting on or after 6:00 pm but before 12:00am Saturday shall be considered Friday work time; any Saturday shift starting on or after 6:00pm but before 12:00am Sunday shall be considered Saturday work time; any Sunday shift starting on or after 6:00pm but before 12:00am Monday shall be considered Sunday work time and any shift starting on or after 6:00pm but before 12:00am on Monday shall be considered Monday work time. The shift starting at or after 6:00 A.M. is designated as the first shift, with the second shift following.

(b) The Contractor may, upon three (3) working days' notice to the appropriate Union(s), or as provided in any applicable Schedule A establish a work week of four (4) consecutive ten (10) hour work days (exclusive of one-half (½) hour unpaid lunch, approximately midway through the shift). Such work week may run Monday through Thursday or Tuesday through Friday, and shall continue for a period of not less than one (1) workweek. Pay compensation shall be at straight time for the first ten (10) hours. If the Contractor works a second ten (10) hour shift, compensation will be at straight time for the first ten (10) hours plus an additional one-half (½) hour pay at time and one half second shift premium. All time worked over ten (10) hours will be paid at the applicable overtime rate as provided in the applicable Schedule A.

(c) Multiple shift (a two (2) or three (3) shift) operations will not be required on the entire Project if at any time the Contractor deems it advisable and necessary to work multiple shifts on a specific operation. When multiple shifts are worked, the number of employees on each shift of the operation may vary according to the conditions applicable to each shift and nothing shall require that there be "man-for-man" relief in successive shifts.

(d) When conditions beyond the control of the Contractor, contract specifications, or the Authorized Owner's Representative's direction to the Contractor require that work can only be performed outside the regular day shift, or that the shift work time be split, then a special shift may be established and shall be worked at the straight time rate of pay. The starting time of work will be set by the Contractor to fit the work conditions. It is recognized that there may be operating restrictions that may cause, such special shifts be of less than eight (8) hours' duration. Employees working on these special shifts will be paid for time worked in accordance with the schedule in Section 6(a). The Contractor agrees that the use of a special shift under this Subsection will generally be used on a limited basis and not abused.

(e) The parties acknowledge that certain construction activities may pose unique work scheduling issues, including a requirement for continuous work twenty-four (24) hours per day, seven (7) days a week, particularly during the placement of concrete. The parties agree to establish, in good faith, hours of work provisions to assure uninterrupted work on concrete placement and other work as may be necessary in accordance with contract specifications.

Section 5. Holidays: Recognized holidays on this Project shall be New Year's Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. Work performed on holidays shall be paid at double the straight time rate of pay. If a designated holiday falls on Saturday, it shall be observed on the preceding Friday and a holiday falling on Sunday shall be observed on the following Monday.

Section 6 (a). Reporting Pay: Employees reporting for work and for whom no work is provided, except when given notification not to report to work, shall receive two (2) hours pay for an eight-hour (8) shift, and three (3) hours pay for a ten hour (10) shift, at the regular straight time hourly rate. Employees, who are directed to start work, shall receive a minimum of four (4) hours' pay for an eight-hour (8) shift, and five (5) hours' pay for a ten-hour (10) shift at the regular straight-time hourly rate. Employees who work beyond four (4) hours shall be paid a minimum of eight (8) hours' pay, for an eight-hour (8) shift and employees who work beyond five (5) hours for a ten-hour (10) shift, shall be paid ten (10) hours pay, at the regular straight time rate of pay, except that in circumstances beyond the Contractor's control and/or due to work being call on account of weather they shall be paid for actual hours worked. Each employee shall furnish his Contractor with his current address and telephone number, and shall promptly report any changes in each to the Contractor.

(b) Any employee called out to work outside of his shift shall receive a minimum of four (4) hours pay at the appropriate rate, including any applicable premium. This does not apply to time worked as an extension (before or after) of the employee's normal shift.

(c) When an employee leaves the job or work location of his own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Article XIII, Section 4, the employee shall be paid only for the actual time worked.

(d) In all cases, if the employee is reporting on a day on which a premium rate is paid, reporting pay shall be calculated at that rate.

Section 7. 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 8. Meal Period. The Contractor will schedule a meal period not more than one-half (½) hour's duration at the work location at approximately at the mid-point of the scheduled work shift (four (4) hours of an eight (8) hour shift in a five (5)-day work week, five (5) hours of a ten (10) hour shift in a four (4)-day work week), 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 (2) or more crafts. If an employee is required to work through his meal period, he shall be compensated in a manner established in the applicable Schedule A.

ARTICLE XII
APPRENTICES

Section 1. The parties recognize the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, and the Contractor(s) will employ apprentices in their respective crafts to perform work within their capabilities and customarily performed by the craft in which they are indentured.

Section 2. The Union agrees to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage allowable under the applicable State Apprenticeship program standards and the prevailing wage determination and there shall be no restrictions on the utilization of apprentices in performing the work of their craft provided they are properly supervised.

ARTICLE XIII
SAFETY, PROTECTION OF PERSON AND PROPERTY

Section 1 (a). Safe Work Practices. It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with any safety rules contained herein or as may be established by the Owner or the Contractor. It is understood that the employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the Owner.

(b) Site Rules. Employees shall be bound by the safety, security and visitor rules established by the Contractor or the Owner. These rules will be published and posted in conspicuous places throughout the work site. An employee's failure to satisfy his obligations under this Section will subject him to discipline, including discharge.

Section 2. Security – Controlled Substances, Firearms and Explosives The parties agree that the use, sale, transfer, purchase and/or possession of a controlled substance, alcohol, firearms and/or explosives while on the Owner's premises are strictly prohibited. Accordingly, the parties have agreed to appropriate procedures and safeguards for the testing of employees for prohibited or controlled substances set forth in Attachment 1.

Section 3. A Contractor may suspend all or a portion of the job to protect the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the contractor requests employees to remain at the site and available for work, the standby time shall be considered time worked and compensated at the appropriate rate of pay.

Section 4. The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all employees.

Section 5. Workers' Compensation. All employees working under this Agreement shall be covered as required by the provisions of Nevada law affecting workers' compensation benefits.

Section 6. Joint Labor-Management Safety Committee. Owner's Designee and the Building Trades Council shall by and through the Joint Administrative Committee monitor the project safety policies and programs. The Committee shall receive reports, at the Joint Administrative Committee meetings, on safety programs instituted by the Owner, Owner's Designee and the individual Contractors on the Project sites and to discuss and advise such parties to the Agreement with regard to recommended safety programs and procedures to maintain the highest level of occupational safety on the Project sites. It is understood that the committee's purpose is to assist the Contractors in fulfilling their obligations to assure a safe and healthy work environment and to support the goals of the Owner's program. In performing the functions assigned to it, neither the committee nor its members are assuming the Contractors' responsibilities.

ARTICLE XIV
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, sexual orientation 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 Owner's Designee for consideration and resolution.

Section 2. It is recognized that the parties encourage the participation of Small/Minority-Owned/Women-Owned Business Enterprises. The parties shall jointly endeavor to assure that small and Minority/Woman business enterprises have an equal opportunity to participate in securing bids on the work within the scope of this Agreement. The parties agree that any provisions of this Agreement which may appear to interfere with the opportunity for such business enterprise to bid successfully 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 this policy and commitment and all applicable federal, state and local rules and regulations relating to employment and utilization of such businesses.

ARTICLE XV
TRAVEL AND SUBSISTENCE

Travel expenses, travel time, subsistence allowance and parking reimbursements shall not be applicable to work under this Agreement except to the extent provided for in any applicable prevailing wage determination.

ARTICLE XVI
WORKING CONDITIONS

Section 1. Organized breaks or other non-working time established during working hours shall be allowed as established in the Schedule A's. Individual nonalcoholic beverage containers will be permitted at the employee's work location.

Section 2. The Owner's Designee may establish such reasonable Project rules as the Owner's designee deems appropriate and not inconsistent with this Agreement. These rules will be explained at the pre-job conference and posted at the Project site by the Contractor and may be amended thereafter as necessary. Failure to observe these rules and regulations by any employee may be grounds for discipline, including discharge.

Section 3. There shall be no restrictions on the emergency use of any tools by any qualified employee or supervisor.

Section 4. Recognizing the nature of the work being conducted on the site, employee access by a private automobile may be limited to certain roads and/or parking areas.

ARTICLE XVII
SAVINGS AND SEPARABILITY

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 which could result in, temporary or permanent, delay of the bidding, awarding, and/or construction work on the Project. Notwithstanding such an action by the Owner, or such court order, the Parties agree that the Agreement shall remain in full force and effect on the Project, to the maximum extent legally possible.

Section 3. The occurrence of events covered by Sections 1 and/or 2 above shall not be construed to waive the prohibitions of Article VII.

ARTICLE XVIII
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 and any additional work subsequently added pursuant to Article II, Section 1.

Section 1 (a). Turnover. Construction of any phase, portion, section or segment of this Project shall be deemed complete when such phase, portion, section or segments 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 Authorized Owner's Representative 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 Authorized Owner's Representative or Owner to engage in repairs or modifications required by its contract(s) with the Owner or the Authorized Owner's Representative.

(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 and liabilities and disagreements shall occur upon receipt by the Union of a notice from Owner's Designee or the Owner saying that no work remains within the scope of the Agreement for Owner's Designee or its successor.

Section 2. Schedule A's incorporated as part of this Project 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 Schedule A's notify Owner's Designee in writing 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, provided, however, that any provisions negotiated in said collective bargaining agreements will not apply to work covered by this Agreement if such provisions are less favorable to the Contractor for work covered by this Agreement than those uniformly required of contractors for construction work normally covered by those Agreements; nor shall any provision be recognized or applied if it may be construed to apply exclusively or predominantly to work covered by this Agreement. Any disagreement between the parties over the incorporation into a Schedule A of any such provision agreed upon in the negotiation of the local collective bargaining agreement which serves as the basis for the Schedule A shall be resolved 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 the local collective bargaining agreements that serve as the basis for Schedule A as negotiated by the Unions during the work performed on the Project retroactively to the expiration date of the applicable Schedule A, 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 other disruptive activity affecting the Project by any Union involved in the negotiation of such local collective bargaining agreements and the resulting Schedule A's, 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 and effective as of the day and year first above written:

For the Owner:

Nevada Land LLC, a Delaware limited liability company

By: _____

Name: _____

Its: _____

For the Northern Nevada Building and Construction Trades Council:

Todd Koch
President
Northern Nevada Building and Construction Trades Council

For the Following Local Unions:

International Association of Heat and Frost
Insulators and Asbestos Workers

By: _____

International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and
Helpers

By: _____

International Union of Bricklayers and Allied Craft workers

By: _____

United Brotherhood of Carpenters and Joiners of America
Southwest Regional Council:

By: _____

International Brotherhood of Electrical Workers

By: _____

International Union of Elevator Constructors

By: _____

International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers

By: _____

Laborers' International Union of North America

By: _____

International Union of Operating Engineers

By: _____

Operative Plasterers' and Cement Masons' International Association of the United States and Canada

By: _____

International Union of Painters and Allied Trades

By: _____

United Union of Roofers, Waterproofers and Allied Workers

By: _____

Sheet Metal Workers' International Association

By: _____

International Brotherhood of Teamsters

By: _____

United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of
the United States and Canada

By: _____

Appendix A

LETTER OF ASSENT

PROFESSIONAL BASEBALL STADIUM-NORTHERN NEVADA

PROJECT LABOR AGREEMENT FOR THE

PROJECT

The undersigned, as a Contractor(s) or Subcontractor(s) on a Contract which is part of the Professional Baseball Stadium Project, for and in consideration of the award of a contract to perform work on said Project, and in further consideration of the mutual promises made in the Project Labor Agreement, a copy of which was received and is acknowledged, hereby:

- (1) On behalf of itself and all its employees, accepts and agrees to be bound by the terms and conditions of the Project Labor Agreement, together with any and all amendments and supplements now existing or which are later made thereto, and understands that any act of non-compliance with all such terms and conditions, including but not limited to, evidence of compliance with the pre-employment controlled substance testing, will subject the non-complying Contractor or employee(s) to being prohibited from the Project Sites until full compliance is obtained.
- (2) Certifies that it has no commitments or agreements which would preclude its full compliance with the terms and conditions of said Project Labor Agreement.
- (3) Agrees to secure from any Contractor(s) (as defined in said Project Labor Agreement) which is or becomes a Subcontractor(s) (of any tier), a duly executed Letter of Assent in form identical to this document prior to commencement of any work.

Dated: _____

(Name of Contractor/Company)

(Signature of Authorized Representative)

(Print Name and Title)

(Company Address)

(City, State and Zip)

(Address for Payroll and Trust Fund Reporting)

(Phone Number)

(PWP Number)

(If a Sub list General Contractor)

Attachment 1

Substance Abuse Prevention Program

The substance abuse prevention program and drug testing procedures shall be as prescribed in
The applicable Schedule A's

Attachment 2

PROFESSIONAL BASEBALL STADIUM-NORTHERN NEVADA

PRE-JOB CONFERENCE

PROPOSED TRADE ASSIGNMENTS

** TYPE ALL INFORMATION **

TO: Northern Nevada Building Trades Council

CONTRACTOR NAME: _____

SUB TO: _____

LIST OF SUBCONTRACTORS: See Attachment 3

CONTACT INFORMATION: See Attachment 3

Scope of Work Description: See Attachment 3

Locations of any off site work: _____

PURPOSE: To make proposed jurisdictional trade assignments, broken down by craft and classification, as well as to discuss details and answer questions relating to the project scope of work, safety and job requirements. The Contractor should propose trade assignments only for that work to be performed by its direct hire employees. The Contractor should not propose trade assignments for work they intend to subcontract to lower tier Subcontractors.

MEETING PLACE: AS SCHEDULED

MEETING DATE: _____ TIME: _____

UNION RESPONSE DATE: _____

CONTRACTOR RESPONSE DATE: _____

1. PROJECT INFORMATION (Complete for your company only)

Work Commencement Date: _____ Work Completion Date: _____

Check the Division(s) of Work of your CONTRACT for this project:

- | | | |
|---|---|--|
| <input type="checkbox"/> 02 SITE WORK | <input type="checkbox"/> 03 CONCRETE | <input type="checkbox"/> 04 MASONRY |
| <input type="checkbox"/> 05 METALS | <input type="checkbox"/> 06 WOOD & PLASTICS | <input type="checkbox"/> 07 MOISTURE CONTROL |
| <input type="checkbox"/> 08 DOOR/WINDOW/GLASS | <input type="checkbox"/> 09 FINISHES | <input type="checkbox"/> 10 SPECIALTIES |
| <input type="checkbox"/> 11 EQUIPMENT | <input type="checkbox"/> 12 FURNISHINGS | <input type="checkbox"/> 13 SPECIAL CONSTRUCTION |
| <input type="checkbox"/> 14 CONVEYING SYSTEMS | <input type="checkbox"/> 15 MECHANICAL | <input type="checkbox"/> 16 ELECTRICAL |
| <input type="checkbox"/> 17 COMMUNICATIONS | | |

Check Division(s) of Work to be SELF-PERFORMED by your company:

- | | | |
|---|---|--|
| <input type="checkbox"/> 02 SITE WORK | <input type="checkbox"/> 03 CONCRETE | <input type="checkbox"/> 04 MASONRY |
| <input type="checkbox"/> 05 METALS | <input type="checkbox"/> 06 WOOD & PLASTICS | <input type="checkbox"/> 07 MOISTURE CONTROL |
| <input type="checkbox"/> 08 DOOR/WINDOW/GLASS | <input type="checkbox"/> 09 FINISHES | <input type="checkbox"/> 10 SPECIALTIES |
| <input type="checkbox"/> 11 EQUIPMENT | <input type="checkbox"/> 12 FURNISHINGS | <input type="checkbox"/> 13 SPECIAL CONSTRUCTION |
| <input type="checkbox"/> 14 CONVEYING SYSTEMS | <input type="checkbox"/> 15 MECHANICAL | <input type="checkbox"/> 16 ELECTRICAL |
| <input type="checkbox"/> 17 COMMUNICATIONS | | |

Describe the Scope of Work TASKS to be SELF-PERFORMED by your company employees:

Check Division(s) of Work to be SUBCONTRACTED OUT from your contract:

- | | | |
|---|---|--|
| <input type="checkbox"/> 02 SITE WORK | <input type="checkbox"/> 03 CONCRETE | <input type="checkbox"/> 04 MASONRY |
| <input type="checkbox"/> 05 METALS | <input type="checkbox"/> 06 WOOD & PLASTICS | <input type="checkbox"/> 07 MOISTURE CONTROL |
| <input type="checkbox"/> 08 DOOR/WINDOW/GLASS | <input type="checkbox"/> 09 FINISHES | <input type="checkbox"/> 10 SPECIALTIES |
| <input type="checkbox"/> 11 EQUIPMENT | <input type="checkbox"/> 12 FURNISHINGS | <input type="checkbox"/> 13 SPECIAL CONSTRUCTION |
| <input type="checkbox"/> 14 CONVEYING SYSTEMS | <input type="checkbox"/> 15 MECHANICAL | <input type="checkbox"/> 16 ELECTRICAL |
| <input type="checkbox"/> 17 COMMUNICATIONS | | |

(LIST YOUR COMPANY'S SUBCONTRACTORS ON THE FINAL PAGE OF THIS DOCUMENT.)

List any work in your CONTRACT you believe is not covered by this AGREEMENT:

2. ADDRESSES:

Company's Local Mailing Address: _____

Company's Accounts Payable Address: _____

Same as Mailing Address above _____

Contact: _____

3. CONTRACTOR PERSONNEL:

Project Manager: _____

Office / Mobile Telephone #: _____ / _____

Fax #: _____

Email Address: _____

Superintendent: _____

Office / Mobile Telephone #: _____ / _____

Fax #: _____

Email Address: _____

Safety Representative: _____

Office / Mobile Telephone #: _____ / _____

Fax #: _____

Email Address: _____

Dispatch Contact Personnel: The following Contractor personnel are the only ones authorized to call the hiring halls to have craft workers dispatched out to this project:

1. _____

2. _____

3. _____

Referral procedures will be in accordance with the provisions contained within the applicable Schedule A's

4. OPERATIONAL INFORMATION

Number of Shifts per 24 hrs: _____

Shift Schedule: _____ AM/PM to __ AM/PM

_____ AM/PM to __ AM/PM

_____ AM/PM to __ AM/PM

Pay Day: _____

End of Pay Period: _____ First Aid Facilities: _____

Sanitary Facilities: _____ Job Site / Cell Telephone Contact: _____

Job Site Fax Number: _____

PROPOSED TRADE ASSIGNMENTS

NAME OF CONTRACTOR: _____

The following jurisdictional trade assignments are proposed and any Union that has standing with this Agreement which is in disagreement with any of these assignments may follow the provisions of Article IX of this P.L.A. as follows:

Any Union having standing with this Agreement may make a claim or challenge to any of the proposed trade assignments of either the General Contractor or Subcontractor. All claims or challenges must be made in writing and all support documentation must be delivered within seven (7) calendar days of the above referenced 'proposed trade assignment' meeting to the General Contractor or Subcontractor.

The General Contractor or Subcontractor will review all submitted supporting documentation regarding the proposed trade assignments and submit to Owner's Designee and the Northern Nevada Building and Construction Trades Council a completed 'Final Trade Assignment' letter within fourteen (14) calendar days of the meeting in which the proposed trade assignments were made.

If the dispute remains unresolved any Union that has standing with this Agreement move the dispute to the next step of the Jurisdictional Disputes procedure.

Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers –

Dispatching Local Hall Name & Number: _____

Expected Manpower: Peak _____ Average _____

Work Activities: _____

Bricklayers and Allied Craftworkers –

Dispatching Local Hall Name & Number: _____

Expected Manpower: Peak _____ Average _____

Work Activities: _____

Carpenters and Joiners –

Dispatching Local Hall Name & Number: _____

Expected Manpower: Peak _____ Average _____

Work Activities: _____

Electrical Workers –

Dispatching Local Hall Name & Number: _____

Expected Manpower: Peak _____ Average _____

Work Activities: _____

Elevator Constructors –

Dispatching Local Hall Name & Number: _____

Expected Manpower: Peak _____ Average _____

Work Activities: _____

Heat and Frost Insulators and Asbestos Workers –

Dispatching Local Hall Name & Number: _____

Expected Manpower: Peak _____ Average _____

Work Activities: _____

Iron Workers –

Dispatching Local Hall Name & Number: _____

Expected Manpower: Peak _____ Average _____

Work Activities: _____

Laborers –

Dispatching Local Hall Name & Number: _____

Expected Manpower: Peak _____ Average _____

Work Activities: _____

Operating Engineers –

Dispatching Local Hall Name & Number: _____

Expected Manpower: Peak _____ Average _____

Work Activities: _____

Operative Plasterers and Cement Masons –

Dispatching Local Hall Name & Number: _____

Expected Manpower: Peak _____ Average _____

Work Activities: _____

Painters and Allied Trades –

Dispatching Local Hall Name & Number: _____

Expected Manpower: Peak _____ Average _____

Work Activities: _____

Plumbers and Pipe-fitters –

Dispatching Local Hall Name & Number: _____

Expected Manpower: Peak _____ Average _____

Work Activities: _____

Roofers, Waterproofers and Allied Workers –

Dispatching Local Hall Name & Number: _____

Expected Manpower: Peak _____ Average _____

Work Activities: _____

Sheet Metal Workers –

Dispatching Local Hall Name & Number: _____

Expected Manpower: Peak _____ Average _____

Work Activities: _____

Teamsters –

Dispatching Local Hall Name & Number: _____

Expected Manpower: Peak _____ Average _____

Work Activities: _____

UTILIZATION OF EQUIPMENT

NAME OF CONTRACTOR: _____

List of mechanized equipment and the proposed assignment of craft for full time use or operation of each piece:

EQUIPMENT:

CRAFT:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____

TOOLS-OF-THE-TRADE: (Part-time use – no listing of craft is necessary)

EQUIPMENT:

EQUIPMENT:

- | | |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

SUBCONTRACTORS

The following is a list of Subcontractors that are under contract with the General Contractor at the time of this meeting. Each Subcontractor is to submit a completed a “Proposed Trade Assignment” letter at the time of this meeting. According to the Project Labor Agreement “Procedures”, it states:

Any Subcontractor not in attendance at the above-referenced meeting must submit a completed “Proposed Trade Assignment” to the Owner’s Designee and the Northern Nevada Building and Construction Trades Council a minimum of twenty-one (21) calendar days prior to the commencement of their portion of work on the contract. If requested by any Union signatory to this Agreement, the Subcontractor must have a proposed trade assignment meeting and follow the same procedures and timelines as that stipulated for the General Contractor.

A copy of a signed Letter of Assent (LOA) specific to this contract from each Subcontractor identified below is to be attached to the end of this document. (Also include a copy of the LOA of the General Contractor). If additional space is needed, copy this page and attach it to the document.

DIVISION(S) OF

| <u>Subcontractor</u> | <u>Summary of Scope of Work</u> |
|----------------------|---------------------------------|
| 1. _____ | _____ |
| 2. _____ | _____ |
| 3. _____ | _____ |
| 4. _____ | _____ |
| 5. _____ | _____ |
| 6. _____ | _____ |
| 7. _____ | _____ |
| 8. _____ | _____ |
| 9. _____ | _____ |
| 10. _____ | _____ |
| 11. _____ | _____ |
| 12. _____ | _____ |
| 13. _____ | _____ |

List any company performing work on your project you believe to be exempt from the PLA:

1. _____

2. _____

3. _____

4. _____

ATTACHMENT 3

(Print on Contractor's Letterhead)

FINAL TRADE ASSIGNMENTS

TO: Northern Nevada Building and Construction Trades Council

CC: Owner's Designee

DATE:

SUBJECT: Final Trade Assignments

CONTRACTOR:

In accordance to Article IX, Jurisdictional Disputes, Section 1(b) of the Project Labor Agreement (PLA) I have read and reviewed all supporting written documentation submitted by the competing Unions on the work described below. Following the aforementioned provisions and procedures, I have indicated next to each task my final trade assignment.

Unions not in agreement with these final trade assignments may avail themselves of the jurisdictional resolution process found in the PLA Article IX, Jurisdictional Disputes, Section 2.

The following is a description of the contested work and the final trade assignment for each task: (A separate letter of "Final Trade Assignment" should be made for each piece of work or task that is contested)

1. Description of contested work or task:

2. Unions submitting supporting documentation:
 - a.
 - b.
 - c.

3. Union awarded final trade assignment: