

**PROJECT LABOR AGREEMENT**

**FOR**

**THE ENTERPRISE RANCHERIA  
CASINO AND HOTEL RESORT PROJECT**

**YUBA COUNTY, CALIFORNIA**

## 1. INITIAL PROVISIONS

1.1. This Project Labor Agreement (“Agreement”) is entered into by the Estom Yumeka Maidu Tribe of the Enterprise Rancheria, a federally recognized Indian tribe (“Primary Employer” or “the Tribe”) and the Mid-Valley Building & Construction Trades Council (“Council”) and its affiliated local unions who have executed this Agreement, all of whom are referred to collectively as the “Unions.” Primary Employer will control the site at which the Project will be constructed upon approval of a fee to trust land acquisition of the Project Real Property (as defined in Section 1.2) by the Bureau of Indian Affairs.

1.2. The Enterprise Rancheria Casino and Hotel Resort Project consists of a casino, including a casino floor, food and beverage areas, meeting space and administrative space, an eight-story, 170-room hotel, including a pool area, exercise room and arcade, 600-space multi-level parking structure, and all associated buildings, facilities and service infrastructure, including, but not limited to, a central utilities/operations control plant, a shipping/receiving area, water storage tank, pump station and stormwater detention basin (the “Project”). The Project will be constructed on approximately 40 acres of land (a portion of Assessor’s Parcel Number 014-280-095) located approximately four miles southeast of Olivehurst, near the intersection of Forty Mile Road and State Route 65, in unincorporated Yuba County, California (the “Project Real Property”). The Primary Employer is the owner of the Project.

1.3. Primary Employer will construct, maintain and operate the Project through its own employees and/or through the employees of agents or contractors. Primary Employer will control labor relations on the Project by entering into this Agreement, which establishes the terms and conditions of employment for employees performing Covered Work on the Project, and by acting itself or through its agents as the general contractor on the Project and by making all decisions within the scope of the general contractor's authority. For example, Primary Employer acting itself or through its agents will prepare all bid specifications and bid packages, select all subcontractors, award all subcontracts for construction work, and determine and coordinate the scheduling of work. The Tribe will require that the hiring/referral/layoff preference for qualified Native Americans in performing construction work on the Project provided in Sections 5.5 and 5.6 be observed by all Unions and Employers signatory to this Agreement. Primary Employer will also directly employ members of the Unions who will perform Covered Work (as defined in Section 3.1) on the Project and will be subject to the terms and conditions of employment set forth in this Agreement. In addition, subject to the provisions of this Agreement and the applicable Master Labor Agreement (as defined in Section 1.5), Primary Employer will also control and coordinate all Project construction work by determining work scheduling, including uniform start times, the necessity for and the times of shift work, by enforcing any drug and alcohol abuse policy which is agreed to by any contractor or subcontractor and the Unions, and otherwise directly removing any employee whether employed

directly or by any contractor or subcontractor for breach of reasonable rules promulgated by Primary Employer governing conduct on the job. Primary Employer shall have the right upon receipt of the written complaint of any employee to order corrective action necessary to maintain reasonable and lawful standards for workplace health and safety. Primary Employer shall act as the Coordinator, participate in Pre-Job Conferences and Mark-Up Meetings, and, at its option, participate in the resolution of any grievances.

1.4. As provided below, all project managers, construction managers, contractors, subcontractors or other persons or entities assigning, awarding or subcontracting Covered Work (as defined in Article 2), or authorizing another party to assign, award of subcontract Covered Work, or performing Covered Work on the Project, will be subject to this Agreement by executing Attachment A, the Employer Agreement to be Bound (all of whom, including the Primary Employer, are individually and collectively referred to as “Employer” or “Employers”).

1.5. The Unions are labor organizations whose members are construction industry employees who generally work in close proximity to one another at construction job sites and whose jobs are closely related and coordinated. Each of the Unions is a party to a multi-employer collective bargaining agreement (“Master Agreement”) that covers the geographic area of the Project. Where the term Master Agreement is used, it means the existing Master Agreement currently in effect as to each of the Unions.

1.6. It is understood and agreed by and between the Parties to this Agreement that the final plans for the Project may be subject to design changes by the Tribe and/or modifications and approval by those public agencies possessing lawful approval authority over the Project, and that this Agreement applies to the Project as it is finally approved by such entities and agencies.

1.7. A large labor pool represented by the Unions will be required to execute the work involved in the Project. Employers wish, and it is the purpose of this Agreement, to ensure that a sufficient supply of skilled craft workers are available at the Project, that all construction work and related work performed by the members of the Unions on this Project shall proceed continuously, without interruption, in a safe and efficient manner, economically with due consideration for the protection of labor standards, wages and working conditions. In furtherance of these purposes and to secure optimum productivity, harmonious relations between the parties and the orderly performance of the work, the parties have, through collective bargaining, established in this Agreement adequate and fair wage levels and working conditions and measures to secure labor peace that will be binding on all Employers and the Unions during the term of the Agreement.

1.8. A central purpose of the parties in executing this Agreement is to guarantee labor peace on the Project by minimizing the jobsite friction that could arise at a common-situs jobsite when union employees are required to work alongside non-union employees in their own craft or in those other crafts with which they generally work in close proximity performing work that is closely related and

coordinated, and by ensuring there will be no disruption of the work. This Agreement accomplishes these objectives by requiring that all Covered Work be performed by workers who are Union members. For any work that falls outside the scope of this Agreement or that is excluded from Covered Work, the Primary Employer further protects itself from the potential effects of jobsite friction by prohibiting all strikes, picketing or similar activity for any reason whatsoever.

1.9. In the interest of the future of the construction industry in the local area, of which the Unions are a vital part, and to maintain the most efficient and competitive posture possible, the Unions pledge to work and cooperate with the management of the Project to produce the most efficient utilization of labor and equipment in accordance with this Agreement.

## 2. SCOPE OF AGREEMENT

2.1. This Agreement covers all on-site construction, alteration, painting or repair of buildings, structures and other works and related activities for the Project which is within the craft jurisdiction of one of the Unions and which is directly or indirectly part of the Project, including pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, site preparation, survey work and soils and material inspection and testing, demolition, all on-site fabrication work provided such work is within the fabrication provision of a local master or national agreement of one of the Unions, demolition of existing structures, and all construction, demolition or improvements required to be performed as a condition of

approval by any public agency. On-site fabrication work includes work done for the Project in temporary yards or areas near the Project. All fabrication work over which the Primary Employer or other Employer possesses the right of control, including the fabrication of air-handling systems and ducts, and HVAC sheet metal work, and which is traditionally claimed as on-site fabrication shall be performed on-site, but excluding all fabrication work for the Employer's gaming, surveillance and security operations. For the convenience of the Primary Employer or other Employers, fabrication work over which they have control may be performed off-site, provided it shall be performed in accordance with the union standards established by this Agreement for the appropriate craft Union or by a fabrication agreement approved by the craft's International Union. On-site construction shall also include the site of any batch plant constructed solely to supply materials to the Project. All work within the scope of this Agreement is referred to as "Covered Work" in this Agreement.

2.2. Notwithstanding any other provision of this Agreement, this Agreement shall not apply to:

2.2.1. Work of non-manual employees, including but not limited to superintendents, supervisors, staff engineers, inspectors and testers, quality control, quality assurance personnel, timekeepers, guards, safety personnel, emergency medical and first aid technicians and other professional, engineering, administrative, security and management employees.

2.2.2. Work performed and undertaken by state, county, city or other governmental bodies, or their contractors or by public utilities and/or telephone companies or their contractors on or near or leading to or into the Project site covered by this Agreement.

2.2.3. All off-site maintenance on leased equipment and on-site supervision of such work.

2.2.4. Work performed by an equipment vendor's own labor forces for warranty, installation, repair or maintenance of the vendor's equipment if required by the vendor's warranty agreement.

2.2.5. Calibration, testing, laboratory or specialty testing or inspections, checking and start-up of gaming, security and surveillance equipment or systems.

2.2.6. Specialized or technical work requiring specialized training, unique skills, or a level of specific technical experience which employees represented by the Unions do not possess. At least ten (10) working days notice shall be given to the Council before any work is performed pursuant to this Section.

2.2.7. Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of gaming, security or surveillance equipment, materials or machinery or involved in deliveries to and from the Project site, excepting local deliveries of all major construction materials including fill, ready mix, aggregate, concrete and asphalt

which are covered by this Agreement and local deliveries of furniture, fixtures and equipment from any offsite warehouse maintained by the Employers.

2.2.8. Employees of the Employers (or third party specialty vendors) engaged in on-site equipment installation and warranty work for data processing, internal communication, gaming equipment electronics and software installation, all other electronic devices, and all low voltage wiring related in any way to the Primary Employer's gaming, security and surveillance operations, provided, however, that rough-in work for such equipment and devices is Covered Work.

2.2.9. Employees of "Artisans" who are individuals or entities who the Employers may (or may not) employ directly to create unique, one-of-a-kind decorative elements for incorporation into the building. The design, illustration, and detailing of these one-of-a-kind decorative elements can only be fully completed in the field and can only be performed by that individual or entity. The duties of Artisans shall be to direct trades people, as well as provide assistance in the unloading, assembly, installation, and distribution of unique, one-of-a-kind decorative elements as defined above. Artisans shall perform all final adjustments, finishing touches, and final painting of such one-of-a-kind decorative elements, provided they are assisted by a trades person.

2.2.10. The following activities which are generally associated with casino installation and furnishing:

#### 2.2.10.1. Slot Machines

1. Transport & unloading
2. Bolting & unbolting
3. Drilling of holes
4. Mounting of bill changers
5. Repair & installation of plastic laminate
6. Installation of top sections and additions
7. Installation & removal of all slot machines including slant tops and novelty machines
8. Furnish, unload & installation of all slot signage
9. Furnish, unload & installation of all security cameras and devices.

#### 2.2.10.2. Slot Machine Bases

1. Transportation & unloading
2. Fastening together
3. Drilling of holes
4. Cutting, altering, repair & modification
5. Installation of filler pieces
6. Repair & installation of laminate and corner guards  
installation & removal of all slot machine bases

#### 2.2.10.3. Gaming Tables and Furniture

1. Transportation & unloading
2. Assembly & disassembly
3. Cutting, alteration, repair & modification
4. Installation of all gaming tables and fixed furniture
5. Repair and installation of laminates, upholstery and fabrics
6. Installation & removal of all gaming tables and furniture, including but not limited to Black Jack, Roulette Pai Gow, Poker, Baccarat, Mini Baccarat, Big Six Wheel Tables, Caribbean Stud, etc., including all fixed stools & chairs, etc. that accompany gaming tables
7. All pit stands and related fixed furniture accessories

2.2.10.4. Figurines, Statues, Table Ornaments, Artifacts, Wall Hangings and Ornamentations

1. Transportation & unloading
2. Assembly and disassembly
3. Installation & removal
4. Cutting, alterations, repair & modification
5. The building and fabrication of all landscaping items, e.g. rock scapes, trees, etc.
6. The installation of all decorative items in accordance with Schedule A

2.2.10.5. Locks and Locking Devices

1. Installation, repair, removal and reinstallation, transportation, movement, record keeping, etc., prior to occupancy

3. SUBCONTRACTING

3.1. Primary Employer and each other Employer agree that it will subcontract Covered Work only to a person, firm, or corporation who is or becomes party to this Agreement and who is or becomes signatory to either a local, area or regional Master Agreement with the craft Union having traditional and customary building trades craft jurisdiction over the work or, only in the case of a national contractor, a national agreement with the International Union of the craft Union having traditional and customary jurisdiction over the work. Any Employer performing Covered Work on the Project shall, as a condition to working on the Project, become signatory to and perform all work under the terms of this Agreement and the applicable Master Agreement (the “Applicable Agreement”). Before being authorized to perform any Covered Work, Employers (other than

Primary Employer) shall become a party to this Agreement by signing an Employer

Agreement to be Bound, which is provided as Attachment A to this Agreement.

Every Employer shall notify the Council in writing within three business days after it has subcontracted work, and shall at the same time provide to the Council a copy of the executed Employer Agreement to be Bound.

3.2. Notwithstanding Section 3.1, any Employer not already bound to an Applicable Agreement, who signs and becomes bound to such a multi-employer local, area, regional master agreement, or national agreement, to participate on this Project, shall not be required to apply the terms of that agreement to any other construction project in which such Employer is already engaged, or which such Employer has already been contractually bound to perform.

3.3. Nothing in this Agreement shall in any manner whatsoever limit the rights of the Primary Employer, or any other Employer, to subcontract work or to select its contractors or subcontractors, provided, however, that all Employers, at all tiers, performing Covered Work shall be required to comply with the provisions of this Agreement. Primary Employer and every other Employer shall notify each of its contractors and subcontractors of the provisions of this Agreement and require as a condition precedent to the award of any construction contract or subcontract for Covered Work or allowing any subcontracted Covered Work to be performed, that all such contractors and subcontractors at all tiers become signatory to this Agreement and the Master Agreement. If any Employer fails to provide the Council with the Employer Agreement to be Bound executed by its subcontractor, that

Employer shall be liable for any contributions to any trust funds that the subcontractor, or any subcontractor to that subcontractor, fails to make.

#### 4. WAGES AND BENEFITS

4.1. All employees covered by this Agreement (including foremen and general foremen if they are covered by the Master Agreement) shall be classified and paid wages, other compensation including but not limited to travel, subsistence, show up and shift premium pay, and contributions made on their behalf to multi-employer trust funds, all in accordance with the then current multi-employer Master Agreement of the applicable Union.

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

#### 5. UNION RECOGNITION

5.1. The Employers recognize the Unions signatory to this Agreement as the sole and exclusive collective bargaining agents for their respective construction craft employees performing Covered Work for the Project, and further recognize the traditional and customary craft jurisdiction of each Union.

5.2. All employees performing Covered Work shall be or shall become and then remain members in good standing of the appropriate Union as a condition of employment on or before the eighth (8th) day of employment, or the eighth (8th) day following the execution of this Agreement, whichever is later.

5.3. The Unions shall be the source of all craft employees for Covered Work for the Project. Employers agree to be bound by the hiring practices of the respective Union, including hiring of apprentices, and to utilize its registration facilities and referral systems. The Employer shall have the right to determine the competency of all employees, to determine the number of employees required and to select the employees to be hired.

5.4. In the event the referral facilities maintained by the Unions do not refer the employees as requested by the Employer within a forty eight (48) hour period after such requisition is made by the Employer (Saturdays, Sundays and Holidays excepted), the Employer may employ applicants from any source.

5.5. The Unions represent that hiring halls and referral systems will be operated in a non-discriminatory manner, and in full compliance with all applicable laws and regulations that require equal employment opportunities and prohibit discrimination on the basis of union membership. The Unions further agree that for work on the Project they shall offer a referral and/or hiring preference to qualified Native Americans pursuant to Section 5.6.

5.6. The Employers and Unions shall provide Native Americans living on or near Tribal land with a referral, hiring and layoff preference for all Covered Work for which the Native American is qualified. Native Americans will be classified and assigned work that they are qualified to perform. The Employers and Unions shall provide Native Americans employed on the Project with information

about the requirements and procedures for enrolling in apprenticeship programs operated by Employers and Unions.

5.7. All job and/or referral applicants who fail a pre-employment drug test shall be given a second test at the Employer's direction and/or discretion.

## 6. STRIKES AND LOCKOUTS

6.1. During the life of this Agreement, the Unions, their agents, their representatives and their employees agree that they shall not incite, encourage, condone or participate in any strike, walkout, slowdown, sit-down, stay-in, boycott, sympathy strike, picketing or other work stoppage for any cause whatsoever with respect to this Project; and there shall be no lockout by Primary Employer or any other Employer. The parties expressly agree that any such action is in violation of this Agreement. In the event of a violation of this Section 6.1, any party shall be entitled to seek relief in court, specifically including injunctive relief, to restrain any such action on the part of the violating party, and/or any of its agents, representatives or employees.

6.1.1. Failure of the Unions or any employee to cross any picket line established by the Unions and/or any union, signatory or non-signatory to this Agreement, or the picket or demonstration line of any other organization, at or in proximity to the Project is a violation of this Agreement. Employers and Unions shall take all steps necessary to ensure compliance with this section, and to ensure

uninterrupted construction and the free flow of traffic in the Project area for the duration of this Agreement.

6.1.2. Employers may discharge any employee violating Section 6.1, and any such employee will not be eligible thereafter for referral and/or employment at the Project for a period of 100 days.

6.2. Notwithstanding the provisions of Section 6.1 above, it is agreed that a Union retains the right to withhold the services of its members from a particular contractor or subcontractor who fails to make timely payments to the Union's benefit plans, or fails to timely pay its weekly payroll, in accordance with its agreements with the Union; provided, however, that the Union shall give forty-eight hours (48) notice to the Primary Employer prior to withholding the services of its members, and that in the event the Union or any of its members withholds their services from such contractor or subcontractor, Primary Employer shall have the right to replace such contractor or subcontractor with any other contractor or subcontractor who executes the Agreement to be Bound.

6.3. In the event that any applicable labor agreement expires and the parties to that agreement fail to reach agreement on a new contract by the date of expiration, a Union shall continue to provide employees to the Employers working on the Project under all the terms of the expired agreement until a new agreement is negotiated, at which time all terms and conditions of that new agreement shall be applied to Covered Work at the Project, except to the extent they conflict with any provision of this Agreement. In addition, if the new labor agreement provides for

wage or benefit increases, then any Employer shall pay to its employees who performed Covered Work at the Project during the hiatus between the effective dates of such labor agreements, an amount equal to any such wage and benefit increases established by the new labor agreement for such work performed. The Unions agree that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity or other violations of Article 6 affecting the Project by any local Union involved in the renegotiation of area local collective bargaining agreements.

## 7. SHIFT TIMES AND HOLIDAYS

7.1. The standard work day shall consist of eight (8) hours of work between 7:00 a.m. and 5:30 p.m. with one-half hour designated as an unpaid period for lunch. The standard work week shall be five (5) consecutive days of work commencing on Monday. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week.

7.2. Recognized holidays shall be as follows: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day. In the event a holiday falls on Sunday, the following day, Monday, shall be observed as such holiday. In the event a holiday falls on Saturday, the previous day, Friday, shall be observed as such holiday. In no event shall work be performed on Labor Day, except in cases involving an immediate threat to life or property.

## 8. GRIEVANCE PROCEDURE

8.1. It is mutually agreed that any question arising out of and during the term of this Agreement involving its interpretation and application (other than jurisdictional disputes or successorship) shall be considered a grievance. Questions arising out of or involving the interpretation of a Master Agreement shall be resolved under the grievance procedure provided in that Master Agreement.

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

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

### Step 1

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

### Step 2

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

### Step 3

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

Step 4

If the grievance is not settled in the preceding steps within five (5) working days, either party may request the dispute be submitted to arbitration or the time may be extended by mutual consent of both parties. The request for arbitration and/or the request for an extension of time must be in writing with a copy to the Primary Employer. An Arbitrator selected from a permanent panel of Arbitrators consisting of Ken Silbert, William Engler, Barry Winograd and Bonnie Bogue will hear grievances filed pursuant to this Article. The arbitrator will be selected by rotation from the permanent panel, rotating in the order set forth above. The Primary Employer shall keep a record of the sequence and shall notify the parties to the grievance as to the next arbitrator in the order of rotation. In the event, the Arbitrator is not available in a reasonable time to hear the grievance and the parties have not mutually agreed to extend the time for arbitration, the next arbitrator in order of rotation will be selected. A reasonable time is defined as fifteen (15) days where the grievance concerns employment discharge and thirty (30) days for all other grievances.

8.4. The Arbitrator's decision shall be submitted in writing and shall be final and binding on all parties signatory to this Agreement. The expense of arbitration, including the cost of the Arbitrator and the cost of necessary expenses required to pay for facilities for the hearing of cases, shall be borne equally by both parties. The Arbitrator's decisions shall be confined to the question posed by the grievance and the Arbitrator shall not have authority to modify, amend, alter, add to or subtract from, any provision of this Agreement.

8.5. The Primary Employer and other Employers, as well as the Unions, may bring forth grievances under this Article.

8.6. Any award or resolution under Article 9 shall be prospective and shall not require any back pay for work performed unless the assignment is a knowing violation of a well-established resolution under the Plan.

## 9. JURISDICTIONAL DISPUTES

9.1. The assignment of work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

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

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

9.4. Each Contractor will conduct a pre-job conference with the Council prior to commencing work. The Primary Employer and any general contractor will be advised in advance of all such conferences and may participate if they wish.

10. JOINT LABOR/MANAGEMENT MEETINGS

10.1. During the period of any work performed under this Agreement, a joint Labor/Management meeting will be held on an approximately monthly basis or more frequently as needed between the Primary Employer, the contractors and subcontractors, and the signatory Unions. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications and advance the proficiency and efficiency of the craft workers and contractors performing work at the Project. These monthly (or more frequent) meetings will also include discussion of the scheduling and productivity of work performed at the Project.

10.2. A Pre-Job Conference will be held prior to the commencement of work to establish the scope of work in each Contractor's contract. When a contract has been let to a Contractor(s) covered by this Agreement, a Pre-Job Conference and/or Mark-Up Meeting shall be required upon request of any Union, Contractor or the Primary Employer.

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

## 11. SUCCESSORSHIP

11.1. This Agreement is and shall be binding and legally effective upon: (i) any successor in interest to Primary Employer by whatever means, and (ii) any person or entity which acquires all or any portion of Primary Employer's right, title or interest in the Project or the Project Real Property whether by sale, lease, or other transfer. Any agreement for a sale, lease, or other transfer of all or any portion of Primary Employer's right, title or interest in the Project or the Project Real Property by Primary Employer, or any agreement for transfer of control of Primary Employer shall include an express assumption of the obligations of this Agreement, including this successorship provision. Primary Employer shall provide the Council with notice in writing within five (5) days of the close of any transaction described in (i) or (ii) above, along with an original executed assumption of this Agreement. Any sham transfer of all or any portion of Primary Employer's right, title or interest in the Project or the Project Real Property or other subterfuge for purposes that include avoiding the obligations of the Primary Employer under this Agreement is a breach of this Section 11.1 and shall not release Primary Employer from any of its obligations or undertakings under this Agreement.

11.2. The parties hereto agree that in the event Primary Employer breaches Section 11.1 above, the actual damages to the Unions or their members would be unreasonably difficult, costly, inconvenient, or impracticable to calculate. Accordingly, the parties agree to liquidated damages which bear a reasonable relationship to the actual harm suffered.

11.3. In the event of a breach of Section 11.1 above, Primary Employer shall pay \$30.00 for each hour that work was performed on the Project within the scope of this Agreement by employees of contractors or subcontractors who are not signatory to this Agreement. The liquidated damages shall be paid as follows: Fifteen Dollars (\$15.00) per hour to the qualified pension plan and fifteen Dollars (\$15.00) per hour to the qualified health and welfare plan of the Union(s) having jurisdiction over the work performed by the contractor(s) or subcontractor(s) not signatory to this Agreement. The parties agree that a Union shall enforce, collect and receive liquidated damages pursuant to Article 11 on behalf of its qualified pension plan and its qualified health and welfare plan. The qualified pension plans and the qualified health and welfare plans shall have no right to independently enforce the provisions, including but not limited to, the liquidated damage provisions contained in Article 11.

11.4. In no event shall the liquidated damages payable under this Section exceed a total amount of \$6,000,000. In the event that pending claims would result in a payment in excess of \$6,000,000, the total claims shall be prorated based on the number of hours worked by contractors or subcontractors in violation of Article 3.1 so that the total payment of claims does not exceed \$6,000,000.

11.5. Upon execution and delivery of an agreement assuming all the obligations of this Agreement by a financially responsible successor pursuant to the requirements of Section 11.1, Primary Employer shall be released from liability for the payment of liquidated damages under Section 11.3 and Primary Employer shall

have no liability for any breach of this Agreement by a successor employer or contractor.

11.6. This Article 11 shall be enforceable in any court of competent jurisdiction, and shall not be subject to the grievance procedure of Article 8.

## 12. GENERAL PROVISIONS

12.1. If any article or provision of this Agreement shall be declared invalid, inoperative, or unenforceable by any competent authority of the executive legislative, judicial or administrative branch of the federal or state government, the Employers, the Council and the Unions shall suspend the operation of such article or provisions during the period of its invalidity and shall substitute by mutual consent, in its place and stead, an article or provision which will satisfy the objections to its validity and which, to the greatest extent possible, will be in accord with the intent and purpose of the article or provision in question.

12.1.1. If the Primary Employer and the Council are unable within thirty (30) calendar days to negotiate a substitute article or provision, any of them may at any time thereafter submit the matter directly to interest arbitration pursuant to the procedures set forth in Section 8.4, Step 4, and Sections 8.5 through 8.7. The Arbitrator shall have the authority to modify, amend and alter the Agreement by providing a substitute article or provision to replace the one(s) that have become invalid, inoperative or unenforceable. The Arbitrator's decision, and

the new article or provision, shall be final and binding on all parties signatory to the Agreement.

12.2. If any article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law, or by any of the above mentioned tribunals of competent jurisdiction, the remainder of the Agreement or application of such article or provision to persons or circumstances other than to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

12.3. Except as enumerated in this Agreement, all other terms and conditions of employment described in the Master Agreement shall apply.

12.4. The provisions of this Agreement shall take precedence over conflicting provisions of any Applicable Agreement with respect to a Union, except for any work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement and the National Cooling Tower Agreement; any instrument calibration work and loop checking Covered Work shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians and work within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreements of the International Union of Elevator Constructors; provided that Articles 6, 8 and 9 of this Agreement shall apply to all Covered Work.

12.5. Each person executing this Agreement represents and warrants that he or she is authorized to execute this Agreement on behalf of the party or parties indicated.

12.6. This Agreement may be executed in counterparts.

12.7. Any notices required under this Agreement shall be given as follows:

To Primary Employer:

To the Council:

Glenda Nelson, Chairperson  
Enterprise Rancheria of Maidu Indians  
3690 Olive Hwy  
Oroville, CA 95966  
Telephone: 530-532-9214

A.C. Steelman, President  
Mid-Valley Building and Construction  
Trades Council  
2840 El Centro Road #115 Sacramento,  
CA 95833 Telephone: 916-927-4239

With a copy to (which shall not  
constitute notice to a party):

With a copy to (which shall not  
constitute notice to a party):

John A. Maier, Esq.  
Maier Pfeffer & Kim, LLP  
510 – 16<sup>th</sup> Street, Suite 302  
Oakland, CA 94612-1520  
Telephone: 510-835-3020

Daniel L. Cardozo  
Adams Broadwell Joseph & Cardozo  
520 Capitol Mall, Suite 350  
Sacramento, CA 95814  
Telephone: 916-444-6201

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

### 13. MANAGEMENT RIGHTS

13.1. Except as expressly limited by a specific provision of this Agreement, the Primary Employer and each other Employer retain full and exclusive authority for the management of operations including, but not limited to: the right to direct the work force, determine the number of employees to be hired and the qualifications thereof; the promotion, transfer, layoff of employees; or the discipline or discharge for just cause of employees; the assignment and schedule of work; the

promulgation of reasonable work rules; timing and number of employees to be utilized for overtime work; the right to enforce any drug and alcohol abuse policies which are agreed to by any contractor or subcontractor and a Union; and otherwise to directly remove any employee whether employed directly or by any contractor or subcontractor for breach of reasonable rules promulgated by Employers governing conduct on the job. No rules, customs, or practices, which limit or restrict productivity or efficiency of the individual, as determined by the Employers and/or joint working efforts with other employees shall be permitted or observed, so long as assignments of work are consistent with Section 9.1.

#### 14. LIMITED WAIVER OF SOVEREIGN IMMUNITY

14.1. By this Agreement, the Tribe does not waive, limit, or modify its sovereign immunity from suit except as provided in this Article. The Tribe expressly waives in a limited manner its immunity from suit and consents to be sued in any court of competent jurisdiction, including federal and state courts in California with respect to matters arising out of this Agreement. Said waiver is specifically limited to the parties to this Agreement and to the following actions and remedies:

14.1.1. **MONETARY DAMAGES.** The enforcement of an award of money damages by arbitration pursuant to this Agreement; provided that the arbitrator(s) and/or court shall have no authority or jurisdiction to execute against any assets of the Tribe except for assets of the casino and related facilities as

defined herein (not including the real property or the physical building structure or fixtures) and future undistributed proceeds of the casino and related facilities as defined herein.

14.1.2. INJUNCTIVE RELIEF AND SPECIFIC PERFORMANCE.

The enforcement of a determination by arbitration pursuant to this Agreement that mandates the Tribe to specifically perform any obligation under this Agreement.

14.1.3. ACTION TO COMPEL ARBITRATION. An action to compel arbitration provided by this Agreement.

14.1.4. ACTION TO ENFORCE ARTICLES 9 AND 11. An action to enforce the provisions of Article 9 or Article 11 of this Agreement.

15. TERM OF AGREEMENT

15.1. The term of this Agreement shall commence on the date indicated below as the date of execution, and shall continue in effect for a period of five (5) years (“the Continuation Period”) following completion of all Covered Work as defined in Article 2. Covered Work shall be deemed completed upon “final acceptance” of the Project by the owner. During the Continuation Period, “Covered Work” shall be limited to Covered Work that is contracted out to a contractor in the construction industry and that costs at least \$50,000, unless there are no union contractors able to perform the construction maintenance work in a timely manner acceptable to the Primary Employer, or in the case of an emergency where the work must be performed immediately.

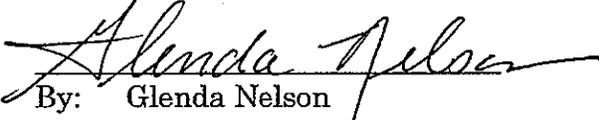
16. HELMETS TO HARDHATS

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

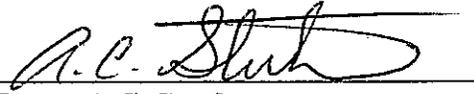
16.2. The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be  
executed and effective as of January 30, 2009.

Estom Yumeka Maidu Tribe of the Enterprise Rancheria  
Primary Employer

  
By: Glenda Nelson  
Tribal Chairperson

Mid-Valley Building & Construction Trades Council

  
By: A.C. Steelman  
President

UNIONS

Union: **Plumbers & Pipefitters Local #228**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Union: **Cement Masons Local #400**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Union: **Laborers International Union Local #185**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Union: **Sheet Metal Workers Local #162**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Union: **International Brotherhood of Electrical Workers Union Local #340**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Union: **Carpenters Local #1240**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Union: **Plasterers Local #295**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Union: **Elevator Constructors Local #8**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Union: **District Council #16 Painters,  
Tapers, Glaziers, Floorlayers**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Union: **Roofers Local #47/#81**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Union: **Operating Engineers Local #3**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Union: **Iron Workers Local #118**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Union: **Boilermakers Local #549**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Union: **Asbestos Workers Local #16**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Union: **Teamsters Local #137**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Union: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Union: **Road and Sprinkler Fitters  
Local #669**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTACHMENT A  
AGREEMENT TO BE BOUND

PROJECT LABOR AGREEMENT  
ENTERPRISE RANCHERIA  
CASINO AND RESORT HOTEL PROJECT

The undersigned, as a contractor or subcontractor (hereafter "Contractor") on the Enterprise Rancheria Casino And Resort Hotel Project, as defined in Section 1.2 (hereafter "Project"), of the Project Labor Agreement (hereafter "Agreement"), for and in consideration of the award to it of a contract to perform work on said Project, and in further consideration of the promises made in the Agreement and all attachments a copy of which was received and is acknowledged, hereby:

- 1.) Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.
- 2.) The Contractor agrees to be bound by the legally established trust agreements designated in local master collective bargaining agreements. The Contractor authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.
- 3.) Certifies that it has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of said Agreement.
- 4.) Agrees to secure from any Contractor(s) (as defined in said Agreement) which is or becomes a subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.

DATED: \_\_\_\_\_ Name of Contractor \_\_\_\_\_

\_\_\_\_\_  
(Authorized Officer & Title)

\_\_\_\_\_  
(Address)